



Department of Conservation
Te Papa Atawhai

Concession Document (Lease and Licence and Easement)

Concession Number: 74167-SKI

THIS DOCUMENT is made this 22nd day of December 2023

PARTIES:

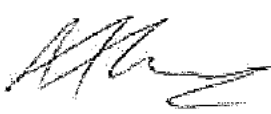


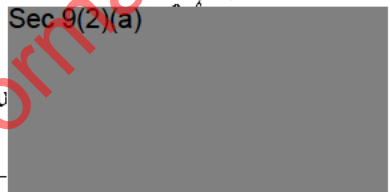



Minister of Conservation (the Grantor)
NZSki Limited (the Concessionaire)

BACKGROUND

- A. **The Department of Conservation ("Department")** *Te Papa Atawhai* is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers public conservation lands described in Schedule 1 as the Land.
- E. The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the land may be the subject of Treaty of Waitangi claims.
- H. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

- I. In exercise of the Grantor's powers under the Conservation legislation the Grantor GRANTS to the Concessionaire a LEASE AND LICENCE AND EASEMENT 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 Aaron Fleming, Director Operations, Southern South Island , acting under delegated authority in the presence of: Witness Signature:  Witness Name: Rebecca Picard Witness Occupation: Business Support Witness Address: 1 Ballantyne Road, Wanaka 9305 A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.	SIGNED by NZSki Limited by Paul Anderson, Chief Executive Officer, having authority to enter into contracts Sec 9(2)(a)  in the presence of: Sec 9(2)(a)  Witness Signature:  Witness Name:  Witness Occupation: <u>Office Manager</u> Witness Address:  9(2)(a)
---	--

SCHEDULE 1

1.	Land (clause 1 of Schedule 2)	<p>The areas of land outlined in purple on Maps 1 and 2 of Schedule 4 and which form part of the recreation reserve known as the Coronet Peak Recreation Reserve (F41123)</p> <p>Legal Description: Part Section 17 Block XVI and Section 31 Block XVII and Lot 1 DP300051 Shotover Survey District as contained in record of title OT15C/305</p> <p>Map Reference: NaPALIS ID: 2804705 Approximate GPS NZTM 2000: E1263546 N5016307 (main complex JSD Building)</p> <p>The Land is comprised of the Lease Land, the Licence Land and the Easement Land which are more particularly described below.</p> <p><u>Lease Land</u></p> <p>Those parts of the Land measuring approximately 5.6499 hectares in total whose general locations are depicted in Map 2 and Map 5 of Schedule 4 and which are more particularly described in the Schedule 4.1 table as being leased. The size of each leased area is set out in column 4 of the Schedule 4.1 table.</p> <p><u>Licence Land</u></p> <p>That part of the Land measuring approximately 279.3501 hectares and which is generally comprised of the skiable terrain, timber viewing deck, vehicle parks and access-ways as shown on Maps 1 and 2 of Schedule 4 but excluding the Lease Land and those areas which are, or may in the future be, leased to third parties including, but not limited to:</p> <ul style="list-style-type: none"> A. Gobblers Lodge (Coronet Work Limited) B. Rocky Gully Ski Club C. Wakatipu Ski Club D. Southland Ski Club E. Vincent Ski Club F. Otago Ski Club <p><u>Easement Land (in gross)</u></p> <p>Those parts of the Land which are depicted on Maps 3, 3.1 and 4 and described in column 3 of Table 4.1 of Schedule 4 as being easements and which, together, measure approximately 11.4346 hectares.</p>
----	-------------------------------------	--

2.	Concession Activity (clause 2 of Schedule 2)	<p>Subject to the limitations in Schedules 2 and 3, the Concessionaire may carry out the following activities upon the Land:</p> <ol style="list-style-type: none"> 1. Those activities directly connected with operation of a commercial ski-field including the following: <ol style="list-style-type: none"> (a) maintaining or modifying the skiable terrain; (b) carrying out avalanche prevention; (c) operating snow making and snow grooming machinery; (d) providing first aid and ski patrol services; (e) providing search and rescue services; (f) providing ski school services; and (g) selling, hiring or servicing snow-sports equipment other than snow vehicles. 2. Manage, operate, maintain and repair the structures and facilities listed in the Schedule 4.1 table for the primary purposes listed in that table; 3. Use the eight-seater gondola cabins on the Coronet Express Telemix Chairlift; 4. Establish, operate, maintain and repair a "Snowfactory" snow-making facility; 5. Sell ski-lift tickets and operate the ski-lift equipment in order to provide access to the Land for summer and winter sports and recreational activities; 6. Sell food and beverages from within JSD's Lodge (base building) café, Heidi's Hut café and Ice Bar; 7. Use the al fresco dining area hatched in yellow and blue in Map 5 of Schedule 4 for the purposes of providing outdoor seating, tables and providing dining services to the public; 8. Undertake helicopter operations to support health and safety work, search and rescue activities, avalanche management and to respond to medical emergencies; 9. Maintain and repair the 7 vehicle car-parks and their access-ways; 10. Undertake filming, including by drone, to promote the Concessionaire's activities approved under this Concession. 11. In respect of the Easement Land, use the Easement Land and the existing easement structures and facilities located on or in the Easement Land for purposes connected with: <ol style="list-style-type: none"> (a) storage and conveyance of water; (b) drainage of sewage; (c) conveyance of electricity;
----	---	--

		<p>(d) conveyance of telecommunications and computer media:</p> <p>(e) conveyance of gas (compressed air)</p> <p>(f) the passing and repassing with ski-lift cables, associated ski-lift chairs or gondolas and pylons.</p> <p>12. Use vehicles where that use is necessary and directly connected with the activities listed in 1 to 11 above.</p>
3.	Term (clause 4 of Schedule 2)	The period commencing on the date of final execution and terminating on 30 June 2059
4.	Renewal(s) (clause 4 of Schedule 2)	Not applicable
5.	Final Expiry Date (clause 4 of Schedule 2)	30 June 2059
6.	Concession Fee (clause 5 of Schedule 2, clauses 87-95 of Schedule 3, Schedule 6)	<p>(a) Concession Activity Fee: 9(2)(j) [REDACTED] [REDACTED] [REDACTED]</p> <p>AND</p> <p>(b) Concession Management Fee: \$1,040.00 per annum plus GST</p>
7.	Environmental Monitoring Contribution (clause 10 of Schedule 2, clause 79 of Schedule 3)	Not required as at date of commencement
8.	Community Services Contribution (clause 7 of Schedule 2)	Such sums as may be notified from time-to-time by the Grantor in accordance with section 17ZH of the Conservation Act 1987
9.	Total Payment to be made per annum (clause 5 of Schedule 2)	<p>Concession Activity Fee (Item 6);</p> <p>AND</p> <p>the Concession Management Fee (Item 6);</p> <p>AND</p> <p>the Environment Monitoring Contribution (Item 7);</p> <p>AND</p> <p>the Community Services Contribution (Item 8).</p>

10.	Total Payment instalment(s) (clause 5 of Schedule 2)	As per Item 9 above
11.	Concession Fee Payment Date(s) (clause 5 of Schedule 2, clauses 87 to 95 of Schedule 3)	<p>(a) Concession Management Fee (Item 6), Environmental Monitoring Contribution (Item 7), are payable in <u>advance</u> on each annual anniversary of the Commencement Date during the Term as detailed in Item 3 of Schedule 1. Payment to be made on or before the date specified on the invoice issued by the Grantor.</p> <p>(b) Concession Activity Fee (Item 6): is payable in arrears for each Concessions Year (or part-year) and is due on or before the payment date specified by the Grantor in the Grantor's invoices.</p> <p>(c) Community Services Contribution (Item 8): Payable in accordance with notices received from the Grantor pursuant to section 17ZH of the Conservation Act 1987.</p>
12.	Penalty Interest Rate (clause 5 of Schedule 2)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
13.	Concession Fee Review Date(s) (clause 6 of Schedule 2)	1 November 2026, 1 November 2029, 1 November 2032, 1 November 2035, 1 November 2038, 1 November 2041, 1 November 2044, 1 November 2047, 1 November 2050, 1 November 2053, 1 November 2056.
14.	Insurance (To be obtained by Concessionaire) (clause 13 of Schedule 2)	<p>Types and amounts:</p> <p>Public Liability Insurance for:</p> <p>(a) General indemnity for an amount no less than \$2,000,000.00; and</p> <p>(b) Third party vehicle liability for an amount no less than \$500,000.00.</p> <p>Subject to review on each Concession Fee Review Date.</p>
15.	Health and Safety (clause 14 of Schedule 2, clauses 46-50 in Schedule 3)	Audited Safety Plan: Required.
16.	Concessionaire Identification (clause 32 of Schedule 2)	The Concessionaire and any person acting under the authority of the Concessionaire must carry and display a Concession Identification card when carrying out the Concession Activity, unless attired in appropriate Concessionaire's uniform with logo visible.

17.	Addresses for Notices (clause 25 of Schedule 2)	<p>The Grantor's address for notices:</p> <p>Physical Address: Department of Conservation Level 1, John Wickliffe House 265 Prince Street Otepoti/Dunedin 9016 New Zealand</p> <p>Postal Address: PO Box 5244 Dunedin 9054 New Zealand</p> <p>Phone: 03 477 0677 Email: transactioncentre@doc.govt.nz</p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical Address: NZSki Limited Queenstown Snow Centre Ground Level, The Station Building 9 Duke Street Queenstown 9300 New Zealand</p> <p>Postal Address: PO Box 359 Queenstown 9348 New Zealand</p> <p>Phone: 0800 697 547 Email: info@nzski.com</p>
18.	Guarantee (clause 30 of Schedule 2)	Not Required
19.	Special Conditions (clause 36 of Schedule 2)	See Schedule 3
20.	Processing Fee (clause 5 of Schedule 2)	<p>\$64,105.50 plus GST</p> <p>Comprising:</p> <p>Invoice 1800161912 dated 29/09/2020 for \$25,040 plus GST (paid 20/10/2020);</p> <p>Invoice 1800160314 dated 14/07/2020 for \$19,933 plus GST (paid 20/08/2020);</p> <p>Balance of processing fee \$19,132.50 plus GST (includes reconsideration fee of \$10,397.50 plus GST).</p>

Note: Unless otherwise stated, the clause references in column 2 **are to the Grantor's** Standard Terms and Conditions of Lease and Licence and Easement set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LEASE AND LICENCE AND EASEMENT

1. Interpretation

1.1 In this Document, unless the context otherwise requires:

“Land” means the Lease Land, Licence Land and Easement Land described in Item 1 of Schedule 1.

“Lease Land” specifically means the Land described as Lease Land in Item 1 of Schedule 1.

“Licence Land” specifically means the Land described as Licence Land in Item 1 of Schedule 1.

“Easement Land” specifically means the Land described as Easement Land in Item 1 of Schedule 1.

1.2 Where the Grantor's consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

1.4 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 25 is to apply.

1.6 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession EXCEPT to the extent set out in Schedule 3 of this Concession.

1.7 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.

2. What is being authorised?

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

- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.
3. What about quiet enjoyment?
 - 3.1 The Concessionaire, while paying the Concession Fee and performing and observing the terms and conditions of this Concession, is entitled peaceably to hold and enjoy the Lease Land and any structures and facilities of the Grantor without hindrance or interruption by Grantor or by any person or persons claiming under the Grantor until the expiration or earlier termination of this Concession.
 - 3.2 Provided reasonable notice has been given to the Concessionaire the Grantor, its employees and contractors may enter the Lease Land to inspect the Lease Land and facilities, to carry out repairs and to monitor compliance with this Concession.
4. How long is the Concession for - the Term?
 - 4.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
 - 4.2 **If there is a right of renewal then the Grantor at the Concessionaire's cost** must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:
 - (a) **gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's** intention to renew this Concession; and
 - (b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.
 - 4.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.
5. What are the fees and when are they to be paid?
 - 5.1 The Concessionaire must pay the Processing Fee (Item 20 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the **Grantor's written consent has been given, the Concessionaire cannot** commence the Concession Activity until the Processing Fee has been paid.
 - 5.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10, and 11 of Schedule 1.

- 5.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.
6. When can the fee be reviewed?
- 6.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 6.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 6.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the Grantor under clause 6.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 6.1(b), the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 6.2 Immediately the Concessionaire gives notice to the Grantor under clause 6.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 23) or, if the parties agree,
 - (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.

- (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
- (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
- (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 6.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 6.1.

7. Are there any other charges?

7.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to **the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.**

7.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.

7.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

- 7.4 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 11 of Schedule 1.
8. When can the Concession be assigned?
 - 8.1 The Concessionaire must not transfer, sub licence, assign, mortgage or **otherwise dispose of the Concessionaire's interest under this Concession or** any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
 - 8.2 **The Grantor may in the Grantor's discretion decline any application for** consent under clause 8.1.
 - 8.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, **in the Grantor's discretion, decides otherwise.**
 - 8.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
 - 8.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
 - 8.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.
9. What are the obligations to protect the environment?
 - 9.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
 - 9.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
 - 9.3 The Concessionaire must not store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance
 - 9.4 If directed by the Grantor, the Concessionaire must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.
 - 9.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all

refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

- 9.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.
- 9.7 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 9.8 The Concessionaire must not bury:
 - (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
10. What about Environmental Monitoring?
 - 10.1 The Concessionaire must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
 - 10.2 If the Grantor does not issue a direction under clause 10.1 the Concessionaire must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 7 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
11. When can new structures be erected or land alterations occur?
 - 11.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.
 - 11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
 - 11.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
 - 11.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:
 - (a) erecting new structure or altering any structure on the Land
 - (b) altering the Land in any way.
 - 11.5 The Concessionaire must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each

building (as defined in that Act) on the Land to which users of the building have ready access.

- 11.6 The Concessionaire must keep and maintain all building systems and any structure on the Land in accordance with the, requirements of any compliance schedule.
- 11.7 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

12. What about advertising?

- 12.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 12.2 If directed by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.
- 12.3 If directed by the Grantor, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 12.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

13. What are the liabilities and who insures?

- 13.1 **The Concessionaire agrees to use the Land at the Concessionaire's own risk** and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 13.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for **which the Grantor may become liable arising from the Concessionaire's** performance of the Concession Activity.
- 13.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 13.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 13.5 Despite anything else in clause 13 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.

- 13.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 13.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 13.7 Where the Grantor is found to be liable in accordance with clause 13.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 13.8 Despite anything else in clause 13 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.9 Without prejudice to or in any way limiting its liability under this clause 13 the **Concessionaire at the Concessionaire's expense must take out and keep** current policies for insurance and for the amounts not less than the sums specified in Item 14 of Schedule 1 with a substantial and reputable insurer.
- 13.10 After every three year period of the Term the Grantor may, on giving 10 **working day's notice to the Concessionaire, alter the amounts of insurance** required under clause 13.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 13.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.
14. What about Health and Safety?
- 14.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 15 of Schedule 1), and with any safety directions of the Grantor.
- 14.2 Before commencing the Concession Activity the Concessionaire must, if required by Item 15 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.

- 14.3 If clause 14.2 applies then if the Concessionaire amends or replaces the safety plan then before the amendment or replacement plan takes effect the Concessionaire must comply with 14.2(b) and (c).
- 14.4 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 14.5 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 14 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 14.6 The Concessionaire must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
 - (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 14;
 - (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
 - (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

15. What are the compliance obligations of the Concessionaire?

15.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, **regulation, bylaw, or other enactment (collectively the "Legislation")**

affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

15.2 The Concessionaire must comply with this Concession.

15.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 15.1.(a) is deemed to be a breach of this Concession.

15.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15.5 If the Legislation requires the Grantor to spend money on the Grantor's own structures, facilities or land alterations on the Land, the Grantor may charge, in addition to the Concession Fee, an annual sum equal to 15% per annum of the amount spent by the Grantor.

15.6 If the Legislation requires the Grantor to spend money on structures, facilities or land alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this Concession and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 23.

16. What if the Grantor's structures or facilities are damaged or destroyed

16.1 If the Grantor's structures or facilities or any portion of them are totally destroyed or so damaged:

- (a) as to render them untenable, the Concession is to terminate at once; or
- (b) as, in the reasonable opinion of the Grantor, to require demolition or reconstruction, the Grantor may, within 3 months of the date of damage or destruction, give the Concessionaire 1 month's notice to terminate and a fair proportion of the Concession Fee and Other Charges is to cease to be payable according to the nature and extent of the damage.

16.2 Any termination under clause 16.1 is to be without prejudice to the rights of either party against the other.

16.3 If the Grantor's structures or facilities or any portion of them are damaged but not so as to render the premises untenable and:

- (a) the Grantor's policy or policies of insurance have not been invalidated or payment of the policy monies refused in consequence of some act or default of the Concessionaire; and

- (b) all the necessary permits and consents are obtainable; and
- (c) the Grantor has not exercised the right to terminate under clause 16.1,

the Grantor must, with all reasonable speed, apply all insurance money received by the Grantor in respect of the damage towards repairing the damage or reinstating the structures or facilities; but the Grantor is not liable to spend any sum of money greater than the amount of the insurance money received.

- 16.4 Any repair or reinstatement may be carried out by the Grantor using such materials and form of construction and according to such plan as the Grantor thinks fit and is to be sufficient so long as it is reasonably adequate for the Concessionaire's use of the Land for the Concession Activity.
- 16.5 Until the completion of the repairs or reinstatement a fair proportion of the Concession Fee and other charges is to cease to be payable according to the nature and extent of the damage.
- 16.6 If any necessary permit or consent is not obtainable or the insurance money received by the Grantor is inadequate for the repair or reinstatement, the Term is at once to terminate but without prejudice to the rights of either party against the other.

17. **What are the Grantor's rights to remedy defaults?**

- 17.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.
- 17.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not **made within 14 days of the Grantor's demand from the date of the demand** until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

18. When can the Concession be suspended?

- 18.1 **If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.**
- 18.2 **If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.**
- 18.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.

- 18.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 18.5 **The word “investigates” in clause 18.4 includes the laying of charges and awaiting the decision of the Court.**
- 18.6 During any period of temporary suspension arising under clauses 18.1 or 18.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 18.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 18 including loss of profits.
19. When can the Concession be terminated?
- 19.1 The Grantor may terminate this Concession either in whole or in part:
- (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 10 working days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) by 14 days notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
 - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
 - (ii) the Grantor has notified the Concessionaire of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
 - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
 - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 13.9 and 14; or
 - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
 - (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or
 - (g) by notice in writing to the Concessionaire if the Concessionaire or the Grantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or

being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or

- (h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

19.2 The Grantor may exercise its power to terminate under 19.1(h) without giving notice.

19.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

19.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

20. What happens on termination or expiry of the Concession?

20.1 If the Grantor permits the Concessionaire to remain in occupation of the Land after the expiry or earlier termination of the Term, (which permission may be oral or in writing), the occupation is to be on the basis:

- (a) of a monthly tenancy only, terminable by 1 month's notice by either party; and
- (b) at the Concession Fee then payable; and
- (c) otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Concession.

20.2 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Land.

20.3 **The Concessionaire may, with the Grantor's written consent, remove any** specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.

20.4 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the Grantor can not require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement can not be required until the expiry or termination of the new concession.

21. **When is the Grantor's consent required?**
- 21.1 **Where the Grantor's consent or approval is expressly required under this**
Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.
22. What about other concessions?
- 22.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another **concession that would derogate in any material way from the Concessionaire's** ability to carry out the Concession Activity.
23. How will disputes be resolved?
- 23.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 23.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 23.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 23.4 The arbitrator must include in the arbitration award reasons for the determination.
- 23.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.
24. What about prosecution for offences?
- 24.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
 - (a) no waiver or failure to act by the Grantor under this Concession is to preclude the Grantor from prosecuting the Concessionaire; and
 - (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Concession; and

- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Concession.

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

25.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 17 or 18 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of fax, on the date of dispatch;
- (c) in the case of post, on the 3rd working day after posting;
- (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

25.2 **If any party's details specified in Item 17 or 18 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.**

26. What is the scope of the Concession?

26.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

27. Can provisions be severed?

27.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

28. What about the payment of costs?

28.1 The Concessionaire must pay the **Grantor's legal costs and expenses of and** incidental to preparing and signing this Concession or any extension or variation of it.

28.2 The Concessionaire must pay in full immediately and on demand all costs and **fees (including solicitor's costs and fees of debt collecting agencies engaged by** the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to **enforce the Grantor's rights and powers under this** Concession including the right to recover outstanding money owed to the Grantor.

29. What is the relationship of parties?

29.1 Nothing expressed or implied in this Concession is to be construed as:

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Licence Land and Easement Land;
- (c) granting any exclusive estate or interest in the Licence Land and Easement Land to the Concessionaire;

- (d) affecting the rights of the Grantor and the public to have access across the Licence Land and Easement Land.

30. What about a Guarantee?

30.1 Where the Grantor has in Item 18 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.

30.2 In consideration of the Grantor entering into this Concession at the Guarantor's request the Guarantor:

- (a) guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
- (b) indemnifies the Grantor against any loss the Grantor might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

30.3 The Guarantor covenants with the Grantor that:

- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
- (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
- (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
- (d) any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
- (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

31. What about Co-Siting?

31.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.

31.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the Grantor.

31.3 **The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.**

31.4 In addition, the Grantor must withhold consent if:

- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
- (b) the Grantor considers the change to be detrimental to the environment of the Land.

- 31.5 Subject to clause 31.4 the Concessionaire must, if required by the Grantor, allow Co- Siting on the Land.
- 31.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) **obstruct or impair the Concessionaire's ability effectively to operate** from the Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire.
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 31.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 31.6.
- 31.7 **If the independent consultant report rejects the Concessionaire's concerns, the** Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.8 Where the Concessionaire is required under clause 31.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 31.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
 - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) any other matters the Grantor considers relevant.
- 31.9 **If the Concessionaire does not accept the Grantor's determination, the** Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. **This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.**
- 31.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.
32. What about Identification cards?

- 32.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 16 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 32.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 32.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
33. What about registering the Concession?
- 33.1 The Grantor is not required to do any act or thing to enable this Concession to be registered and the Concessionaire must not register a caveat in respect of the Concessionaire's interest under the Concession.
- 33.2 Nevertheless, if the Concessionaire wishes to register this Concession under the Land Transfer Act 2017, the Grantor must take all such steps as are necessary to enable a certificate of title to issue in respect of the land against which the Concession may be registered subject to the Concessionaire being responsible for and bearing all costs of and incidental to any survey necessary to enable such issue of title and all costs incurred by the Grantor in enabling such an issue of title and in having this Concession re-executed by the parties in a form suitable for registration.
34. Are there limitations on public access and closure?
- 34.1 The Concessionaire acknowledges that the Licence Land and Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard for reasons of public safety or emergency.
35. Which clauses survive termination?
- 35.1 Clauses which, by their nature, ought to survive termination will do so, including clauses 13 and 25.
36. Are there any Special Conditions?
- 36.1 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.
37. The Law
- 37.1 This Concession is to be governed by, and interpreted in accordance with, the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

ESTABLISHMENT OF THE “SNOWFACTORY” SNOWMAKING FACILITY AT CORONET PEAK RECREATION RESERVE

Prior to establishment of the Snowfactory snowmaking facility

1. Prior to establishment of the Snowfactory snowmaking facility (the snowfactory), the Concessionaire, at its cost, must:
 - (a) Mark on the ground with pegs an outline of the snowfactory for the **Grantor's inspection;**
 - (b) Provide the Grantor with a final design of the snowfactory including details of outer cladding to mitigate the visual effect of the two shipping containers; and
 - (c) Confirm that the snowfactory will conform in all material respects with the designs provided by the Concessionaire in its concession application. In particular, that the facility will:
 - i. Be comprised of 2 stacked 40-foot containers (footprint of approximately 31m²) placed upon approximately 67m² concrete foundations with an overall height of approximately 8.5m;
 - ii. Demonstrate a high standard of structural design;
 - iii. Be sympathetic to existing structures; and
 - iv. Be constructed of non-reflective materials and painted using recessive colours approved by the Grantor.

Commencement of work

2. Establishment of the snowfactory as described in clause 1 in this Schedule 3 must not proceed until the Grantor:
 - (a) Has carried out a site inspection in accordance with clause 1(a) in this Schedule 3; and
 - (b) Has confirmed that the final design requested in clauses 1(b) and 1(c) in this Schedule 3 is satisfactory; and
 - (c) Has confirmed the timeline for the commencement and completion of the establishment works is satisfactory; and
 - (d) Has given written approval (email notification acceptable) to the Concessionaire that works to establish the snowfactory may commence.

Establishment of the snowfactory

Construction timeframes

3. The following construction timeframes must be complied with:
 - (a) All development and rehabilitation works associated with the snowfactory impacting the natural environment must be completed within five years of the execution date of this Concession.
 - (b) If heavy machinery and equipment is to be used in establishing the snowfactory it is only allowed on the Land between the close of ski season and 30 April and any unfinished work must be stabilised to prevent soil erosion until works can recommence.

- (c) Should the Concessionaire desire construction be staged, this should be completed within five years from the commencement date of this Concession, and the project plan is to account for remediation measures for unfinished works that may become redundant due to changing circumstances.

Contractor selection

4. The Concessionaire must ensure that only contractors with a demonstrated ability in alpine earthworks and native vegetation restoration are used to establish the snowfactory.

Hours of work

5. Deleted.

Public access and safety

6. The Concessionaire must ensure the public is able to pass freely and safely through the Licence Land and Easement Land around the snowfactory, whenever reasonably possible.
7. While work is being carried out on the snowfactory the Concessionaire may temporarily limit public access to the extent necessary to avoid harm to the public, but only with prior written agreement of the Grantor. Suitable alternative access is to be provided.
8. The Concessionaire is to install signage for the duration of the snowfactory establishment works, at its expense, advising the public as to the nature of the work.

Vehicle and machinery access

9. While establishing the snowfactory the Concessionaire must ensure that:
 - (a) All machinery enters and exits work sites associated with the snowfactory from existing roads or ski trails, whichever is closer; and
 - (b) Machinery does not disturb terrain, other than as authorised in this Concession.

Control of surface runoff and silt

10. Suitable drainage, cut-outs and silt traps are to be installed to control new surface flows into lower areas of vegetation, wetlands and watercourses.
11. Where areas of surface or sub-surface drainage are unable to be avoided, suitable provision for maintaining their flow and quality is to be installed for instance by using coarse rock, geocloth, piping or silt traps.

Completion of snowfactory establishment works

12. All work associated with the establishment of the snowfactory must conform in all material respects with the approvals given by the Grantor under clause 2(b) in this Schedule 3.
13. The snowfactory must be constructed, and all establishment work (including re-vegetation) completed, within five years of the commencement date of this Concession.
14. The Concessionaire must advise the Grantor when all work to establish the snowfactory has been completed.

Post establishment of the snowfactory

Operation of the snowfactory

15. The snow created within the snowfactory can only be applied to the lower slopes of the skiable terrain only during the period 1 May to 15 October each year.

GENERAL CONDITIONS

Works

16. The Concessionaire (at its expense) must provide the Grantor with a forward-looking Annual Work Plan by 30th September annually. The Concessionaire will set out the following information in each Annual Work Plan:
 - (a) Any anticipated modifications to its existing structures, assets or facilities;
 - (b) Any new structures, assets or facilities it wishes to construct or add to the Land;
 - (c) Any terrain modification or other earth disturbance activities it proposes to undertake;
 - (d) Any changes in use of existing structures, assets or facilities or the way in which services are delivered;
 - (e) Any restoration, revegetation or preventative maintenance the Concessionaire wishes to perform;
 - (f) Any revegetation, remediation or reinstatement measures it is required to perform pursuant to this Concession or previous approvals of the Grantor; and
 - (g) The expected commencement and completion dates of all such works and the inception or termination dates of any changes to services or the usage of the structures, assets or facilities.
17. The Grantor may request that the Concessionaire provide additional information such as plans, drawings, diagrams and/or specifications, scopes of work and an assessment of the potential effects the anticipated works or changes may have in order for the Grantor to assess their scale and impact relative to the status quo.
18. The Concessionaire must not commence any such works or changes in use or services described in the Annual Work Plan unless or until the Grantor has given written approval for those works. **The Grantor's approval may be subject to further conditions including changes to how, when and where the activities are carried out.**

19. Where the Grantor forms the view that the works or activities described in the Annual Work Plan:
 - (a) Are not minor or technical and do materially increase the adverse effects of the Concession Activity; or
 - (b) Will result in a material change in the location of the activity,
 the Grantor will require the Concessionaire to seek a variation of the Concession under section 17ZC and that application will be dealt with as if it were an application for a concession.
20. Where work needs to be performed, or changes need to be made to services or uses that the Concessionaire could not reasonably anticipate when it submitted its Annual Work Plan, the Concessionaire may seek separate written approval from the Grantor

Restoration work

Re-vegetation protocol

21. Unless the Grantor stipulates otherwise, the Concessionaire must act in accordance with clauses 24 and 25 in this Schedule 3 and with the ***“Protocol for the rehabilitation of natural alpine environments following ski area development”*** attached as Schedule 3A whenever it undertakes work which involves disturbance of the soil or the vegetation on the Land. Compliance with the Protocol and clauses 24 and 25 in this Schedule 3 does not however eliminate the need to seek prior approval from the Grantor in accordance with clause 18 or 20 in this Schedule 3.
22. If there is a conflict between clause 24 or 25 in this Schedule 3 and the Protocol in Schedule 3A, clauses 24 and 25 prevail.
23. The Concessionaire and the Grantor agree that the Protocol in Schedule 3A would benefit from a review. To achieve that end, they will appoint an independent contractor agreed to by both parties to review and update the Protocol within two years of the commencement date of this Concession. The cost of this review and any revision required will be shared by the parties. The Grantor, **in the Grantor’s absolute discretion, may elect to review and amend the conditions of this Concession which deal with re-vegetation and vegetation removal or storage in light of the Protocol’s review.**

Removal and storage of vegetation

24. The Concessionaire must comply with the following requirements whenever it undertakes activities which disturb the vegetation, including the works associated with the snowfactory:
 - (a) Vegetation is to be stripped and stored locally as construction progresses. It must be stripped and stored with enough surrounding soil and humus and in a manner that is likely to result in successful replanting and long-term survival.
 - (b) Stripping may be by machine or by hand, whichever will provide the best chance for success given the nature of the vegetation.
 - (c) Watering of vegetation material may be required, at the direction of the Grantor or its nominated independent monitor, to ensure its survival while stored.

Re-vegetation

25. When re-vegetating disturbed areas, the Concessionaire must comply with the following conditions:
- (a) Vegetation is to be replanted using locally (within the Ecological District) sourced material, including that stripped and stored under clause 24(a) in this Schedule 3, as soon as possible following completion of works at individual sites such as individual tower sites or trenches. Follow-up maintenance of re-vegetated areas to enhance their chances of re-establishment must be undertaken prior to the end of the growing season;
 - (b) Where there is sufficient plant material and humus to allow survival, stripped material can be split. To supplement re-vegetation works split material may also be sourced from other areas in the Coronet Peak ski area, provided it does not result in additional adverse ecological effects on the source areas;
 - (c) Appropriate methods (e.g. laying of Geotextile cloth) as agreed to by the Grantor must be used to protect areas where there has been insufficient planting by May 1st to prevent sediment wash/erosion. These are to be removed before revegetation works continue in the following spring;
 - (d) Plant spacing should be adequate to ensure revegetation of the site to a sufficient vegetation cover, with additional density detail as specified by the independent monitor on site;
 - (e) Nursery reared plants from appropriate eco-sourced seed may be used where there is insufficient existing vegetation available for transplanting. The rearing and planting of any plants that are to be brought on site must be to the satisfaction of the Grantor;
 - (f) The seed of appropriate native species sourced from the Coronet Peak Recreation Reserve or similar location (from within the Ecological District) should be broadcast to promote vegetation growth in the rock areas, between transplanted/planted tussocks and to assist revegetation of fellfield areas;
 - (g) Where there has been insufficient replanting by May 1st, any exposed topsoil must be managed to avoid erosion losses until replanting can be restarted in the following spring; and
 - (h) All disturbed areas that have existing vegetation cover are to be re-vegetated.

Remediation of works

26. Where the Grantor identifies any requirement for remediation following monitoring or inspection, the remediation is to be carried out as specified by **the Grantor at the Concessionaire's expense.**

Suspension of works

27. The Grantor, at its sole discretion, may require all works to be suspended until suitable remediation is completed.

Satisfactory completion of re-vegetation works

28. The Grantor will determine when and whether any re-vegetation works have been completed and/or carried out satisfactorily.

Other consents, approvals and assessments

29. This Concession does not replace, displace or supersede any other lawfully required consents, approvals and assessments from other agencies. This includes (but is not limited to) geotechnical, engineering, district and regional resource consents, and building consents. Copies of these approvals are to be provided to the Grantor prior to works commencing.

In respect to Ngāi Tahu

30. The Concessionaire is requested to consult the relevant Papatipu Rūnanga if it **wishes 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 interpretative material produced by the Department of Conservation in respect to Ngāi Tahu cultural information, the Concessionaire** is requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
31. The Concessionaire must, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to **Concessionaires, which includes Ngāi Tahu values associated with Tōpuni areas.**
32. The Concessionaire must ensure its employees are requested to recognise and **provide for Ngāi Tahu values in the conduct of their activities.**

Interpretation Materials and Cultural Values

33. If the Concessionaire intends to undertake any written interpretation **materials (panels, brochures etc) that include Māori/iwi values of the area,** then the Concessionaire is requested to **contact the Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu** (as set out below):

Office of Te Rūnanga o Ngāi Tahu
PO Box 13 046
Christchurch 8141
Phone: 0800 524 8248
email: info@ngaitahu.iwi.nz

Accidental Discovery Protocol

34. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Land:
- (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
 - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - (c) If it is an archaeological site relating to Māori activity then the **Papatipu Rūnanga must be contacted and their advice sought;**

- (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
- (e) If it is human remains the New Zealand Police should also be notified;
- (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.

Hours and seasons of operation (constraints)

35. The Concessionaire is authorised to operate the Concession Activities as described in Item 2 of Schedule 1 unless otherwise constrained by the following:
- (a) Operating the ski-lifts and tows (including the gondolas) for customers to use during winter operations (1 May to 31 October) between 8:00am and 4:00pm on 4 or more days per week and between 8:00am and 9:00pm on up to 3 days per week (i.e. to enable night skiing);
 - (b) Applying snow from the snowfactory to the lower slopes of the skiable terrain only between 1 May and 15 October each year;
 - (c) Operating the snowmaking machines (other than the snowfactory) only during winter operations (1 May to 31 October);
 - (d) Operating the ski-lifts and tows (including the gondolas) for customers to use during summer operations (1 November to 30 April) between 8:00am until 6:30pm on 4 or more days per week and between 8:00am and 9:00pm on up to 3 days per week;
 - (e) With regard to summer operations in 35(d) above, at least 3 days before the occurrence of any activities referred to in that sub-clause going beyond 6:30pm on 4 or more days per week, prior written approval (email will suffice) is required of the District Operations Manager, Wakatipu;
 - (f) Any variation to constraints in sub-clauses 35(a) to (e) above require the written approval of the Grantor.

Operation of plant, machinery and equipment

36. The Concessionaire must operate all plant, machinery (including snow tows) and equipment on the Land to required standards, codes of practice and legislative requirements. The Concessionaire shall, **at the Grantor's request**, provide the Grantor with documentary evidence of compliance with the said requirements.
37. Plant, machinery and equipment used in conducting the Concession Activity must be maintained at all times to prevent leakage of oil and other contaminants onto the Land.

Fuels, hazardous materials, chemicals and waste

38. Any waste or rubbish must be disposed of in an approved manner off the Land at a Council approved site. Waste held on the Land prior to its removal must be stored in a manner so as to ensure it does not become a contaminant, is not blown by wind and does not present a potential hazard to wildlife.
39. At the completion of any approved works, the Concessionaire must promptly remove all construction-related waste and fill from the Land and dispose at a resource recovery centre, Council landfill or other authorised facility.

40. The Concessionaire must ensure that all site personnel are trained in hazardous material, waste and fuel handling and spill contingency and emergency procedures relevant to their areas of work.
41. The Concessionaire must ensure that all hazardous materials including paints, fuels and other chemicals are stored in a secure enclosed facility onsite, including the provision of any spill clean up kits used to contain and/or absorb all hazardous substances used in the Concession Activity.
42. The Concessionaire, wherever possible, must use clean fuels in preference to fossil fuels.
43. In the event of any hazardous substance spill the Concessionaire must:
 - (a) Take all practicable measures to stop the flow of the substances and prevent further contamination onto the Land or water;
 - (b) Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
 - (c) Notify the Grantor as soon as practicable;
 - (d) Undertake any remedial action to restore any damage to affected Land; and
 - (e) Take all measures to prevent any reoccurrence.

Third party operators (includes other Concessionaires)

44. The Concessionaire is taken to agree that the activities and infrastructure operated by the third parties and listed in Schedule 4.6 do not derogate in any **material way from the Concessionaire's ability to carry out the Concession Activity** and the Concessionaire acknowledges that those third parties possess or may apply for their own concessions in respect of those activities.

Signage

45. Clause 12.1 of Schedule 2 is amended to read:

12.1 The Concessionaire may erect or display any signs or advertising on the Lease Land and may erect or display any signs that relate to the safe and efficient operation of the activity on the Licence Land and Easement Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.

Public access, safety and education

46. The Concessionaire must clearly define, mark and control areas which it deems to be unsafe for the public on the Land, and take reasonable steps to educate paying visitors about the danger of skiing or going outside these areas.
47. The Concessionaire must take reasonable care to manage its own works, structures or landscaping on the Land to ensure that users of conservation land are not unreasonably impeded. In relation to those parts of the al fresco dining area (Map 5 in Schedule 4) which are part of the Licence Land rather than the Lease Land, the following conditions apply:

- (a) Public access to and through the area must not be unreasonably hindered **by the Concessionaire's structures or fittings including its tables, chairs and other similar items.**
- (b) The Concessionaire must not conduct its activities in a manner that indicates to the public that they are excluded from that Licence Land but **the Concessionaire may, with the Grantor's prior approval, temporarily** limit access to the area when required for reasonable operational reasons, including but not limited to, complying with the Health and Safety at Work Act 2015 and the Sale and Supply of Liquor Act 2012.

48. Clause 14.6(d) of Schedule 2 is replaced with the following:

- (d) *Report to the Grantor all accidents involving a notifiable event **reportable to WorkSafe in accordance with the Concessionaire's health and safety plan and applicable legislation;** and*
 - (i) *Provide the report within 3 days of providing a report to WorkSafe; and*
 - (ii) ***Provide to the Grantor at the Grantor's request any weekly or monthly reports generated by the Concessionaire and derived from the Concessionaire's accident reporting database.***

49. In order to comply with its obligations under the Health and Safety at Work Act 2015 to eliminate or minimise risks to health and safety so far as is reasonably practicable, the Concessionaire may, when undertaking activities such as slope safety, road safety, snow grooming and avalanche control work, control, limit or restrict public access to the specific area of the Land where the activity is to be carried out for a period not exceeding 2 days.

50. If the particular activity in clause 49 in this Schedule 3 will require more than 2 days or if the Concessionaire considers an extension beyond the period of 2 days is necessary, the Concessionaire must advise the Grantor of the time sought and the reasons for it and comply with any directions the Grantor may give concerning the matter.

Events

51. The Concessionaire is permitted to host and operate ski, snowboard and snowsport events on the Licence Land:

- (a) During winter operations (1 May to 31 October) and otherwise in accordance with the hours and seasons of operation (constraints) set out in clause 35 in this Schedule 3; and
- (b) Subject to the Grantor having been notified at least 3 weeks in advance of the event.

52. For the avoidance of doubt, this Concession does not permit the Concessionaire to host or operate any other events other than those winter events provided for in clause 51 of this Schedule 3. Where the Concessionaire wishes to provide other such events on the Land a separate concession or variation to this Concession will be required since the scale, nature, adverse effects and the likely impacts on other users of the reserve are not understood at the time of granting this Concession. These approvals can be applied for on an annual basis for a series of events.

Filming

53. Promotional filming by the Concessionaire (including its agents and contractors) (including the use of drones) is allowable to the extent that it is for the purpose

of promoting the activities which the Concessionaire is permitted to undertake under this Concession. For the avoidance of doubt, this does not include filming or photographing the activities for the purpose of creating a purchasable product (such as photograph or video pack) for **the Concessionaire's customers**. The **Grantor's prior approval** for any other filming such as marketing or commercial filming by, and for, any third parties is required separately (e.g. ski equipment brands, advertisements or television shows).

Freshwater pests

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

Ecological and landscape assessment

55. The Concessionaire, at its expense and in consultation with the Grantor, will procure an ecological assessment (the Ecological Assessment) of the Land, no later than 18 months from the commencement date of this Concession.
56. A copy of the finalised Ecological Assessment report will be provided to the Grantor within 1 week of the final report being made available to the Concessionaire.
57. The Ecological Assessment will be undertaken by a qualified ecologist with experience in New Zealand alpine environments and whose credentials have first been provided to the Grantor and approved by the Grantor.
58. Following reasonable consultation with staff from the Department of Conservation the approved ecologist will design and conduct the Ecological Assessment.
59. The Ecological Assessment will be performed at a time (or times) during the year which offer the best opportunity to observe and record ecology which might otherwise be absent, dormant or less evident if the assessment was conducted at another time of the year.
60. The Ecological Assessment will describe, map and provide detailed commentary on the following matters:
 - (a) the vegetation and habitat types present and their relative composition, diversity and patterns;
 - (b) the presence, abundance and distribution of notable fauna (particularly avifauna and lizards); and
 - (c) climatic features and trends, in particular, the number of frost nights and peak summer temperatures.
61. The Ecological Assessment will be performed in accordance with the usual professional standards expected of a qualified ecologist and will be undertaken with reference to the best and most current ecological assessment criteria such as:
 - (a) the local, regional and national contexts relevant to the location;
 - (b) representativeness;
 - (c) diversity and pattern;
 - (d) the presence of any rare or special features;
 - (e) degree of naturalness;

- (f) size and shape of the site and the buffering provided by the surrounding environment; and
 - (g) long-term ecological viability and any threats to the existing ecology from plant, animal or climatic sources.
62. The Concessionaire will procure follow-up Ecological Assessments in the year prior to the 10th, 20th and 30th anniversaries of the grant of this Concession. The follow-up Ecological Assessments will also meet the requirements of clauses 55 to 61 in this Schedule 3 as well as highlighting any ecological or climatic changes that have occurred in the intervening years.

Plant pest and animal pest management (including mitigation)

63. The Concessionaire must ensure that:
- (a) Machinery and equipment entering the Land is cleaned and checked for soil that could contain seeds or exotic plants, and take all practicable steps to avoid the introduction of exotic seeds or plants;
 - (b) No imported soil is brought onto the Land. Where the Concessionaire plans to deposit soil over the surface of any newly contoured slopes or batters, this soil must be from the Concession Activity work area;
 - (c) No soil is to be moved upslope from lower areas (to prevent the further spread of weeds); and
 - (d) Any exotic plant species which are introduced through the course of any works are to be removed.
64. Clauses 9.2 and 9.4 of Schedule 2 require the Concessionaire to keep the Land free of any weeds or organisms listed as pests in the relevant pest management strategy. To provide clarity as to which pests will be targeted and how they will be effectively managed the Concessionaire will procure a pest control plan (the Pest Control Plan).
65. The first iteration of the Pest Control Plan must be produced by within 2 years of the commencement date of this Concession and must be updated every 2 years thereafter. The Concessionaire must provide the Grantor with copies of all iterations of the Pest Control Plan.
66. The Pest Control Plan will be developed by a qualified ecologist (or ecologists) with experience in pest identification and management within the New Zealand alpine environment. **The Concessionaire will provide the ecologist's name(s) and credentials to the Grantor for the Grantor's prior approval.**
67. Following reasonable consultation with staff from the Department of Conservation the approved ecologist(s) will:
- (a) Assess and describe all plant pest and animal pest species present on the Land, including their abundance and distribution;
 - (b) Provide an expert assessment as to which species are of conservation concern at this location;
 - (c) Develop a detailed control plan for those pests deemed to be of conservation concern;
 - (d) Describe the methods that ought to be employed to control the pests of conservation concern;
 - (e) Describe the monitoring methods to be used to assess the effectiveness of any control measures;
 - (f) Provide a statement as to the expected outcomes assuming the plan is correctly implemented; and
 - (g) Report on the effectiveness or otherwise of the pest control measures implemented by the Concessionaire.

(h) Document the items (a) to (g) above in a report.

68. The Concessionaire will ensure that the ecologist(s) tasked with developing the Pest Control Plan undertake their fieldwork at a biologically appropriate time or times of the year.
69. The Concessionaire (at its expense) must ensure that the recommendations of the Pest Control Plan are implemented by the Concessionaire.

Climate Change Considerations

70. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
71. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant **data that is reasonably available to it within 6 months of the Grantor's request.**
72. The Concessionaire will, at its expense and in consultation with the Grantor, procure a carbon emission assessment (the Carbon Emission Assessment) relating to greenhouse gas emissions associated with the Concession Activity within 1 year of the commencement of this Concession.
73. The Carbon Emissions Assessment must, as a minimum:
 - (a) be prepared by a person with relevant skills and experience and whose credentials have first been provided to the Grantor and approved by the Grantor;
 - (b) clearly identify the sources of greenhouse gas emissions associated with the Concession Activity and quantify the amounts from each source;
 - (c) recommend a comprehensive set of remedial actions to reduce greenhouse gas emissions associated with the Concession Activity; and
 - (d) quantify the anticipated greenhouse gas reductions associated with each remedial action and the timeframes over which those reductions would be experienced.
74. The Concessionaire will provide a copy of the Carbon Emission Assessment to the Grantor within 1 week of the final version being received by the Concessionaire. The Concessionaire will also provide annual updates on the **Concessionaire's performance against** the recommendations in the report and actions taken. These annual updates do not need to be performed by a qualified expert and are intended to provide interim data between the 3-yearly Carbon Emission Assessments required under clause 75.
75. Further to clause 72, the Concessionaire will, at its expense, procure follow-up Carbon Emission Assessments within 3 years of the commencement date of this Concession (and every 3 years thereafter). Those subsequent Carbon Emission Assessments will conform with the requirements of clause 73 as well as report on the extent to which the Concessionaire has implemented the recommendations contained in previous assessments.

76. The Grantor may review and amend the conditions of this Concession (Revised Conditions) to:
 - (a) reflect climate change-related legislation and Government or Departmental policy; and/or
 - (b) give effect to the recommendations contained in the Carbon Emission Assessments; and/or
 - (c) measure, manage and set targets for reducing greenhouse gas emissions associated with the Concession Activity which align with Government and/or Departmental policy.
77. Before amending the conditions of this Concession in accordance with clause 76, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
78. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 77 or any later date specified in the Revised Conditions.

Monitoring and compliance

79. Further to clause 7 of Schedule 2, if the Grantor determines that it is reasonable to monitor compliance with the conditions of this Concession or the effects of Concession Activity the Concessionaire shall meet the reasonable costs of any monitoring programme that is implemented. Where the monitoring programme involves assessing other concessionaires who use the same locations then the Grantor may apportion the costs among the relevant concessionaires. These costs will be set in accordance with **the Department's** standard charge-out rates for staff time and the mileage rates for associated vehicle use.
80. Further to clause 15.1(e) of Schedule 2, the Concessionaire may, from time-to-time, be required by the Grantor to provide documentary evidence of compliance with the conditions of this Concession. Such requests will be made in writing. Where a request is received the Concessionaire must provide the requested documentation to the Grantor within thirty (30) days of the date of receiving any such written notice or any such alternative period agreed to by the Grantor and the Concessionaire.

Potable water

81. Where the Concessionaire provides drinking water to users of the Coronet Peak Recreation Reserve, including but not limited to, members of the public, its contractors, staff or third parties, the Concessionaire must take all necessary steps to ensure the supply meets regulatory standards and will meet the costs associated with any upgrades that may be necessary in order to comply with drinking water legislation.
82. The Concessionaire will co-operate fully with the Grantor's representatives with regard to sharing information and liaising with regulators in respect of any drinking water supplies.
83. **For the purposes of this Concession "drinking water" means water used for:**
 - (a) Human consumption;

- (b) Oral hygiene;
- (c) Preparation of food, drink and other products for human consumption; or
- (d) Washing of utensils that are used for eating and drinking, or for preparing, serving or storing food or drink for human consumption.

84. The Concessionaire must ensure that its drinking water supplies are registered in accordance with any relevant drinking water legislation. The potable water supply system as at the date of this Concession is described in Schedule 4.4.

Other

85. **In the event that the Grantor's buildings, structure or facilities are damaged or destroyed as a result of the Concessionaire's actions or omissions the Grantor may:**

- (a) Require the Concessionaire to repair or replace any such damaged or destroyed building, structure or facility; or
- (b) Demand from the Concessionaire a sum or sums equivalent to the full cost of repairing or replacing the damaged or destroyed buildings, structures or facilities.

86. Further to clause 9.1 of Schedule 2, the Grantor permits the use of contained and purpose-built fireplaces located **on the deck of JSD's Lodge (Base Building)** identified as figure 13 in Schedule 4.1 and Maps 2 and 5 in Schedule 4.

Calculation of Concession Fees based on Gross Annual Revenue

87. Clauses 89 to 101 of this Schedule 3 apply whenever the Concession Activity Fee **is calculated as a percentage of the Concessionaire's Gross Annual Revenue.**

88. For the purposes of this Concession:

- (a) The phrase Gross Annual Revenue means the entire gross receipts of every kind from the conduct of the Concession Activity during each Concession Year, or part of a Concession Year (if relevant), without any reserve or deduction for inability or failure to collect, but excluding bona fide refunds and credits and Goods and Services Tax;
- (b) The Statement of Gross Annual Revenue is comprised of the following items:
 - i. A statement signed by the Concessionaire as to the **Concessionaire's Gross Annual Revenue** for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
 - ii. A statement signed by the Concessionaire setting out how many people have used the **Concessionaire's** various services and facilities each month during the Concession Year (or part-year if relevant) just gone; and
 - iii. A chartered accountant certified, full set of financial statements that clearly shows the Gross Annual Revenue associated with each aspect comprising the Concession Activity for the Concession Year just gone (or part-year if relevant); and
 - iv. If the Gross Annual Revenue associated with the Concession Activity cannot be clearly identified in the financial statements in

(iii) above, a reconciliation between the Concession Activity and financial statements must be prepared and accompany the full financial statements.

- (c) The Grantor reserves the right to request at any time further information (including but not limited to audited financial accounts) in order to verify that the full financial statements provided are true and correct and to enable the Grantor to monitor and determine any effects of the Concession Activity on the Land.
 - (d) The Concession Year runs from 1 December to 30 November.
89. Anyone conducting commercial activities within the Coronet Peak Recreation Reserve must hold a concession or other authorisation to do so. This Concession is personal to the Concessionaire. Clause 8 and the co-siting provisions of Schedule 2 makes it clear that third parties must not operate on **the Concessionaire's behalf unless they have been given express permission to do so by the Grantor.**
90. Notwithstanding clause 8.1 of Schedule 2, the Grantor acknowledges that the Concessionaire will, from time-to-time, rely on third parties to construct, maintain or service facilities and structures which the Concessionaire owns and operates. To the extent that the third party is providing the services to the Concessionaire and is not itself offering services to the public or other parties then the Grantor may treat that third party service provider as a contractor or agent **of the Concessionaire's.**
91. Where the Grantor gives the Concessionaire prior notice, the Concessionaire must provide the Grantor with information regarding all such service providers. The information will include:
- (a) The names of the service providers;
 - (b) A clear description of the nature of the services performed by each provider;
 - (c) The duration and frequency of those services and their value; and
- this information must, unless otherwise stipulated, be supplied to the Grantor on the same date as the Statement of Gross Annual Revenue falls due.
92. Where the Grantor forms the view that a third party service provider is itself providing commercial services to the public or that the arrangement is being **used to circumvent the calculation of the Concessionaire's own gross revenue** then the Grantor may review and amend the conditions of this Concession and/or require the third party to seek its own concession. These options are in addition to the enforcement rights and powers available to the Grantor under the Reserves Act 1977 and the Conservation Act 1987.
93. By way of examples only, the following arrangements are likely to result in the Grantor taking the actions described in clause 92 in this Schedule 3:
- (a) **Where a third party sells food or beverage from the Concessionaire's café and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.**
 - (b) **Where a third party sells lift passes, seasons' passes or multi-field passes that enable people to use the Concessionaire's structures or facilities and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.**

- (c) Where a third party provides guided sightseeing, ski-school, bike hire or similar services and the revenue obtained from providing those services **is not accounted for in the Concessionaire's own** Gross Annual Revenue calculations.
94. For the avoidance of doubt, where the Concessionaire sells lift passes, seasons' passes, guiding services or other services permitted by this Concession and the sales take place in a location other than on the Land those sales must also be **included in the Concessionaire's own** Gross Annual Revenue calculations. In this way, internet sales, or the sale of tourism packages by the Concessionaire **which incorporate use of the Concessionaire's structures, facilities or services** on the Land must be accounted for.
95. Further to clause 6 of Schedule 2, when reviewing the Concession Fee the Grantor may adopt a different rent setting formula in order to achieve market value for the Concession Activity and the Grantor is not confined to altering the gross revenue percentage.

Records, books and Statements of Gross Annual Revenue

96. The Concessionaire must maintain full and accurate books of accounts and records from which Gross Annual Revenue, in respect of each Concession Year or part-year (where relevant), can be ascertained. The Concessionaire must issue to, or record in respect of, each customer a receipt of serially numbered sales slip or cash register record for each transaction.
97. The Concessionaire must keep and preserve on its premises on the Land for at least one year after the end of each Concession Year or part-year (where relevant) all sales slips, dockets, cash register tapes, hire purchase agreements, bank deposit records, tax returns (including Goods and Services Tax returns) and other evidence of Gross Annual Revenue for each year.
98. The Grantor may, at any time, require the Concessionaire to produce a complete statement of audited financial accounts and other relevant information, including those items referred to in clause 97 above, in order to verify any rent, fees, royalties, compensation or bond.
99. **If, having reviewed the Concessionaire's financial documentation, the Grantor establishes that the Concessionaire has under-reported its Gross Annual Revenue the Grantor may, in addition to using the Grantor's enforcement powers, give notice to the Concessionaire that the Concessionaire must pay the adjusted amount and the Concessionaire will pay the Grantor in accordance with any such instructions or timeframes as the Grantor may reasonably impose.**
100. Not later than 2 months after the end of each Concession Year, or part-year (in the case of the first year and final year), the Concessionaire will provide the Grantor with the Statement of Gross Annual Revenue for that Concession Year or part-year (if relevant) in order that the Grantor may prepare an invoice in respect of the Concession Activity Fee for the relevant Concession Year or part-year. The statement should conform in material respects to that shown in Schedule 6.
101. The Concessionaire will pay the Concession Activity Fee on or before the **payment date specified in the Grantor's invoice.**

Surrender of Concessions

102. The Concessionaire and the Grantor agree that upon commencement of this Concession all other Concessions issued to the Concessionaire, NZSki Limited, in respect of the Coronet Peak Recreation Reserve are surrendered save for concession 91305-SSE (the summertime events concession) issued on 22 December 2020. The surrenders do not release the Concessionaire from any obligations which, by their nature, survive termination, including the obligation to pay rent for periods covered by those Concessions.

Review of Conditions

103. In addition to the express opportunities the Grantor has to review conditions elsewhere in this Concession, the Grantor may, on each Concession Fee Review Date, and after consulting with the Concessionaire, delete, vary or add any condition to more effectively manage the Concession Activity.

Fee Review

104. Clause 6.1(e) in Schedule 2 is amended to read:

- (e) *Notwithstanding clause 6.1(b):*
- (i) *where the Concession Fee (or a portion of it) is based on a fixed amount, the new fixed amount so determined or accepted must not be less than the fixed amount payable during the year preceding the particular Concession Fee Review Date;*
 - (ii) *where the Concession Fee (or a portion of it) is based on a percentage of the Concessionaire's **Gross Annual Revenue**, the new percentage so determined or accepted must not be less than the percentage applied during the year preceding the particular Concession Fee Review Date; and*
 - (iii) *the new Concession Fee is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.*

LEASE - SPECIFIC CONDITIONS

Lease area

105. The Lease Land under this Concession is described in Item 1 of Schedule 1.

Structures and facilities

106. The Concessionaire must (at its cost) operate, maintain and repair buildings, equipment sheds, utility huts, lift infrastructure and other similar devices and apparatus on the Land to relevant industry standards or codes of practice and in accordance with the Legislation. The Concessionaire must, **at the Grantor's** request, provide the Grantor with documentary evidence of compliance with this condition.

Maintenance

107. The Concessionaire is authorised to perform the following maintenance work under this Concession on the Land:
- (a) Ongoing interior maintenance and interior modification of any building;
 - (b) The exterior maintenance of any building, stationary plant item or structure on the Land where such maintenance does not alter the external appearance of that building or structure, and where consent from the Grantor is not otherwise required under this Concession.

Use of toilet facilities by public

108. During the Concession Activities in Item 2 of Schedule 1 the Concessionaire must make available to the public, free of charge, toilet facilities located in any **of the Concessionaire's** buildings on the Land.

LICENCE - SPECIFIC CONDITIONS

Licence area

109. The Licence Land is described in Item 1 of Schedule 1.

Main ski field area (skiable terrain)

110. The Concessionaire must (at its cost) operate and maintain the main ski field area (skiable terrain) on the Land to relevant industry standards or codes of practice and in accordance with the Legislation. The Concessionaire must at **the Grantor's request, provide the Grantor with documentary evidence of compliance with this condition.**

Vehicle parks and access-ways

111. The Concessionaire must, at its cost, form, maintain and repair the:
- (a) 7 vehicle carpark [carparks 1 through 7] as shown on Maps 2 and 6 in Schedule 4; and
 - (b) Access-ways as shown on Maps 2, 4 and 6 in Schedule 4;

and, subject to the **Concessionaire first obtaining the Grantor's** written approval via the Annual Work Plan process (refer clauses 16 to 20 in this Schedule 3), the Concessionaire may erect, build or form, maintain and repair such bridges, culverts, channels, drains, fences, safety barriers, stops and other like works as may be necessary to ensure the safe and efficient use of those areas listed above. The **Grantor's prior written approval is not required for routine maintenance.**

Snow-making and grooming

112. The Concessionaire is permitted to use *Snomax®* and other comparable, non-contaminating, products for snow-making purposes but must follow the **manufacturer's instructions when doing so.**
113. The snowfactory must only operate between 1 May and 15 October each year (inclusive) and the snow created by the snowfactory may only be applied to the lower slopes of the skiable terrain.
114. The Concessionaire may undertake snow-grooming activities, provided that this causes minimal adverse effects to natural values on the Land.

Use of explosives

115. The Concessionaire may use explosives to reduce avalanche risks.
116. The Concessionaire's safety plan (refer to clause 14 of Schedule 2) must address risks associated with all explosives activities and include means to avoid, remedy or minimise adverse effects. The Concessionaire must ensure that explosive charges are placed so there is minimal potential for adverse effects to be caused to natural features and wildlife present on the Land.

Terrain modification

117. All new terrain modification must be approved and performed in accordance with the Annual Work Plan requirements set out in clauses 16 to 20 in this Schedule 3. However, the Concessionaire may maintain, in the same or similar

condition, the existing ski trails depicted on Schedule 4.5, and the existing mountain bike trails described as:

- (a) Rude Rock;
- (b) Coro Town (also known as Slip Saddle);
- (c) Downhill Track (also known as Coronet Downhill, DH trail or, Fall Line);
- (d) Cross Country Track (also known as Coronet Cross Country, XC trail or, Rocky Gully); and
- (e) Championship CC Track (also known as Meadows).

118. The Concessionaire may maintain any existing culvert or other runoff water control structure on the Land. The establishment of new culverts or other control structures must be sought via the Annual Work Plan approval process (refer clauses 16 to 20 in this Schedule 3).

Released under the Official Information Act

EASEMENT - SPECIFIC CONDITIONS

Easement classes and easement facilities

119. The following classes of easement are created by this Concession:
- (a) Right to convey water over those parts of the Easement Land marked **in “green” on Map 3 in Schedule 4**;
 - (b) Right to drain sewage over those parts of the Easement Land shown in legend as wastewater pipelines (marked as a **“black line”**) and identified as wastewater dispersal area on Maps 2 and 4 in Schedule 4;
 - (c) Right of way over those parts of the Easement Land marked **in “black dashed line” on Maps 2 and 3 in Schedule 4**;
 - (d) Right to convey electricity over those parts of the Easement Land marked **in “blue” on Map 3 in Schedule 4**;
 - (e) Right to convey telecommunications over those parts of the Easement Land marked **in “orange” on Map 3 in Schedule 4**; and
 - (f) Right to convey gas over those parts of the Easement Land marked in **“green” on Map 3 in Schedule 4**.
120. For **the purposes of this Concession, the phrase “easement facilities”** means all those existing structures, facilities, plant or equipment owned or operated by the Concessionaire located upon the Easement Land and is depicted or described in Maps 3, 3.1 and 4 of Schedule 4 and in Schedules 4.1, 4.2, 4.3 and 4.4 including, for the avoidance of doubt, the following elements:
- (a) the water tanks and water reticulation equipment;
 - (b) snowmaking and snow pumping equipment including the equipment that transmits compressed air;
 - (c) the ski-lift pylons, lift cables, ski-lift chairs and gondola cabins;
 - (d) the sewage pipes including those comprising the sewage dispersal field;
 - (e) The 380 KVA diesel powered back-up generator; and
 - (f) The voice over internet protocol telecommunication system which operates via the underground fibre cable network, a simplified schematic of which is contained in Schedule 4.3.
121. The Concessionaire must (at its cost) operate, maintain and repair the easement facilities in accordance with accepted industry standards and with the Legislation. The Concessionaire must, **at the Grantor’s request, provide the** Grantor with documentary evidence of compliance with the said requirements.

General

122. The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018 are varied as follows:
- (a) **All references to the “grantee” are deemed to mean the Concessionaire.**
 - (b) Clause 1 of Schedule 5 is amended by **adding the words “in Schedule 4” after the words “on the plans” in paragraph (a) of the interpretation of “easement area”**
 - (c) Clause 1 is amended by deleting (d) of the interpretation of **“easement facility”**

- (d) Clause 4 (Right to drain water) is not relevant to this Concession and is deleted.
- (e) Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).
- (f) Clauses 13 and 14 are deleted.

123. For ease of reference, Schedule 5 of this Concession contains a reproduction of Schedule 5 of the Land Transfer Regulations 2018 together with the amendments described in clause 122 above.

Gondola Cabins

124. If the Concessionaire modifies the gondola cabins and the Grantor determines that the modifications create an adverse effect from the reflection of light, the Grantor may require the Concessionaire, at its expense, to undertake anti-reflective mitigation methods (for example anti-reflective film) to minimise this effect.

Released under the Official Information Act

SCHEDULE 3A

PROTOCOL FOR THE REHABILITATION OF NATURAL ALPINE ENVIRONMENTS FOLLOWING SKI AREA DEVELOPMENT

Between

DEPARTMENT OF CONSERVATION (“DOC”) and NZSKI LIMITED

1. Introduction

The protocol sets out practical means of achieving a high standard of environmental rehabilitation during and following development works at either Coronet Peak or The Remarkables Ski Areas. NZSki Limited will require its staff and contractors to act in accordance with the protocol.

The scope includes any work that results in any environmental disturbance including (not limited to) the indigenous vegetation, native fauna, soil, wetlands, streams, lakes and natural landforms of the ski area. Works may only be exempted from the protocol with prior agreement from DOC.

DOC staff will conduct regular monitoring to observe progress and assess effectiveness of the measures. This will include providing advice, troubleshooting unexpected problems, adjusting management approaches and, if necessary, require corrective action to ensure the objectives of the protocol are met.

2. Objectives of the protocol

To ensure that during the course of ski area developments there is a minimum of interference with the natural environment, and avoidance of disturbance to areas outside approved work areas;

To ensure that any indigenous vegetation disturbed by development is restored as near as possible to its original density and diversity, within the shortest practical timeframe;

To minimise the erosion and sedimentation of exposed soils (and soil among transplanted vegetation), optimising the longer term regeneration of indigenous vegetation through natural dispersal;

To otherwise replicate a high standard of natural appearance to any ground not occupied by permanent structures or required to regularly bear mechanised traffic; and

To establish a clear understanding between the staff and contractors of both the Department of Conservation (DOC) and NZSki Limited on the required standards for:

- Work site control measures;
- Removal and replacement of vegetation and top soil;
- Management of soil erosion and sediment control;
- Ongoing monitoring and maintenance of rehabilitated areas;
- Contracted monitoring; and
- **DOC’s ability to suspend works.**

3. Work Site control measures:

- a. Only machinery operators with a demonstrated ability in low impact earthworks and vegetation rehabilitation in an alpine setting are to undertake construction;
 - b. Prior to works NZSki Limited shall ensure that a briefing occurs between its staff, contractors and DOC to ensure a common understanding of how works will be conducted;
 - c. NZSki Limited must minimise disturbing non target areas when accessing and working within development sites. If machinery is required to move off existing tracks the least damaging route must be used and any disturbed vegetation must be rehabilitated when works are completed;
 - d. The risk of soil erosion over denuded areas must be carefully managed until rehabilitation works are undertaken and soil is no longer exposed;
 - e. Works must be conducted to ensure no contaminants are discharged onto the land or into watercourses (directly or indirectly). All vehicles, machinery, equipment and aggregate material must be cleaned of weeds, seeds and soils before entering the works area. Refuelling must be undertaken on hard surfaces away from watercourses and vegetation.
 - f. Sensitive natural features including streams, wetlands, tarns, lakes and rare habitats are not to be disturbed, either for development works or access to development sites. Where disturbance is unavoidable prior approval must be sought and additional environmental protection measures may be required;
 - g. All development and rehabilitation works impacting the natural environment must be completed by the 1st May. Any unfinished work must be stabilised to prevent soil erosion until works can recommence.
4. Removal and replacement of vegetation and top soil:
- a. Vegetation must be carefully removed in a manner to minimise damage to both the above ground plant and to protect as much soil material around the roots as possible;
 - b. The remaining topsoil must also be removed before excavation of rock material may commence. If not used quickly with the replanting of vegetation this topsoil may be stockpiled for later use;
 - c. All vegetation removed should be quickly replanted into areas where works have already been completed. This will usually occur through progressive reinstatement on completed formations behind the main work “face”;
 - d. Priority for replanting shall be given to areas prone to erosion;
 - e. **Individual plants or clumps of vegetated material (“sod”) shall be** reinstated by careful use of a digger bucket. Spacing should be no greater than 1 metre, unless directed otherwise by DOC.
 - f. Final positioning of transplanted vegetation and sods should be conducted by hand tools, with top soil packed around each plant or

sod to maximise survivorship and to achieve a result that closely resembles the surrounding natural areas;

- g. When transplanted plants and sods are insufficient to cover the disturbed area additional vegetation may be sourced through splitting indigenous vegetation from adjacent areas. This should only be done where there is sufficient plant and humic material to allow survival of **both 'parent' and 'split' plants.**
- h. Nursery reared plants (usually tussocks) may also be used to supplement transplanted vegetation and sods. Only locally sourced seeds may be used to grow plants for the ski area. Nursery reared plants are susceptible to rapid die off and browsing and must be handled carefully as follows:
 - Fertiliser is to be placed in the root well prior to planting;
 - Plants must be well bedded to lessen risk of uprooting by feral animals; and
 - Plants may be treated with suitable chemicals to deter browsing by feral animals.
- i. Locally sourced seed of appropriate species may be broadcast to promote vegetation growth between transplanted vegetation and sods. Exotic seeds may be spread only with prior approval;
- j. Special care must be taken when replanting on steep slopes between 30 and 45 degrees:
 - Plants should be transplanted quickly, steep slopes require plants to be in the healthiest possible condition;
 - Indented troughs or depressions should be formed to create **"bedding" for the tussocks or sods to be transplanted.** Replanting should not occur on sheer surfaces;
 - Replanting should be as close together as practical, leaving little exposed ground;
 - Large heavy plants and sods should be staked for support where possible;
 - Steep slopes should be closely monitored and any plants or sods released from the slope quickly retrieved, split into smaller, lighter clumps and replanted back into the slope as described above;
 - Consideration should be provided to planting small nursery reared plants where possible;
 - Attempts at replanting vegetation on slopes steeper than 45 degrees should only proceed with prior approval;
- k. The vegetation removed at one site may be used at another development site within the ski area only with prior approval;
- l. If no areas are available for a quick reinstatement, vegetation may be temporarily stored in designated areas with prior agreement;
 - All handling of vegetation for longer term storage must be done with great care to minimise cumulative damage to plants;

- Vegetation may only be stockpiled up to one metre high to avoid die off resulting from smothering and crushing; and
 - All vegetation temporarily stored must be watered when protracted dry conditions may impact on survivorship.
- m. If NZSki Limited expects to have a surplus of vegetation and/or topsoil at the end of works, this must be replanted /spread over other areas of rehabilitation, under direction from DOC.
- n. Any surplus rock material must not be stockpiled and/or spread over nearby terrain without prior approval.
- o. NZSki Limited will actively eradicate any noxious weeds from all development and rehabilitation areas; and
- p. No rock landscaping may be used as a substitute for vegetation unless by prior agreement.
5. Management of soil erosion and sediment control
- a. The surface of vehicle tracks, formed ski trails and any other disturbed ground without a cover of indigenous vegetation will be managed to improve water infiltration, minimise rilling and sheet erosion, reduce suspension of sediment and provide micro sites for wind borne seed to settle. Control measures include:
- shaping / crowning the surface;
 - applying an appropriate gravel surface in problem areas;
 - forming of earth, rock or vegetation bunds;
 - Ripping or roughening soils perpendicular to the slope angle; and
 - Constructing water tables/swale drains to intercept and divert surface flows.
- b. Where the slope angle exceeds 30 degrees natural features such as rocks could be incorporated into the slope where this lends to the stability of the site; this would require prior approval from DOC and potentially the support of geotechnical experts. This solution would be considered on a site by site basis.
- c. Water tables/swales must have a catchment area no greater than 2,000m². Ski trails must have functioning swales no less than 60m apart. All water tables/swales must be clear of sediment and able to convey water.
- d. Water tables and swales must lead to an appropriately designed and armoured settlement pond to capture sediment so only clear water disperses into the surrounding landscape.
- **These ponds must be large enough to 'settle' the flow and allow sediment to be deposited, particularly from heavy rainfall events. Precise dimensions will depend on the area and erosion potential of catchment above, however, these may be graduated areas 1m wide x 2m long x 1m deep. They should be armoured with rocks or surrounded by soil mounds and tussocks or geotextile materials.**

- Sediment captured by settlement ponds are to be redistributed to assist re-vegetation of disturbed areas, whether previous or planned earthworks e.g. used to fill gaps between transplanted tussocks or to improve the mineral soil content when planting nursery tussocks.
 - Settlement ponds must be maintained such that they provide a means of monitoring the effectiveness of control measures thereby assist adjusting management approaches to reduce the potential for recurrent erosion.
- e. To protect wetlands and wetland vegetation from sediment no surface water carrying sediment must be allowed to run into wetland areas. Settlement ponds must not exit onto wetland areas. Water tables and swales must be designed to maintain the hydrological integrity of adjacent seepages and wetlands.
- f. Areas requiring erosion control measures are to be prioritised based on the following criteria:
- Vulnerability to erosion (e.g. slopes > 20 degrees, unconsolidated soils, disturbed ground adjacent to compacted soils)
 - Saturated soils on cut faces where seepages have been intercepted,
 - Remediation of slips or slumped land and stabilisation of land to prevent further or repeated slope failures.
 - Settlement areas that require armouring or treatment in order to filter water,
 - Stabilisation works required to facilitate revegetation.
- g. Areas identified for erosion control and soil conservation work may vary from year to year as revegetation occurs and slope and soil stability is achieved.
- h. Significant developments will have a soil conservation and erosion control plan in place prior to the commencement of works. This plan will demonstrate how the objectives of this protocol will be achieved.
6. Ongoing monitoring and maintenance of the rehabilitated area
- a. The purpose of the monitoring is to assess the progress of rehabilitation and advise NZSki Limited how to prevent or minimise risks to re-growth becoming self sustaining;
 - b. All development and rehabilitation works will be monitored at least once prior to the commencement of work and again at completion of works. Interim monitoring may be required, depending on the nature of work. Following completion, regular monitoring will continue until DOC resolves, at its sole discretion, that the rehabilitation of the natural environment can progress unaided;
 - c. Additional monitoring of erosion and sediment control measures will be made during or following significant periods of rainfall.
 - d. Where monitoring establishes significant risks to rehabilitation, DOC will require NZSki Limited to take any reasonable steps to rectify the

situation and return the area to its desired condition. Any additional work required will be carried out at the cost of NZSki Limited;

- e. In the event that an area is not rehabilitated following works, monitoring will continue until rehabilitation works have begun. Attention will be paid to preventing erosion during any lay period;
- f. DOC should reserve the right to recover the actual and reasonable costs of monitoring work.

7. Contracted monitoring:

DOC may contract monitoring to an external person/s. This approach not only provides time savings, but can also source specialist expertise on how to rehabilitate the sensitive alpine vegetation. This expertise is also vital to advise on appropriate remedial actions for any issues, and to provide expert input to planning processes. Contracted monitoring will take place as follows;

- a. The contractor is generally tasked to monitor the implementation of this protocol during any ski area development work that disturbs the natural environment;
- b. The monitor is to resolve any concerns of a routine nature directly with NZSki Limited. Issues should be referred to DOC when problems are recurrent, significant in scale, unconventional or if a mutual agreement cannot be reached;
- c. To advise both DOC and NZSki Limited whenever their action (or inaction) may present a problem for ski area environment, whether related to a specific development or any other activity;
- d. The monitor is to immediately advise DOC and NZSki Limited if unauthorised works may be occurring, of significant risks to the natural environment that warrant suspension of works, and of any concerns with geotechnical hazards and/or public safety;
- e. Monitoring visits are to be scheduled in consultation with NZSki Limited and DOC at a frequency of no more than once a week and no less than three times a summer (depending on nature of works over summer);
- f. If agreement on scheduling cannot be reached, DOC will make a final decision and notify NZSki Limited of when monitoring is to occur;
- g. A brief written report of each monitoring visit is to be forwarded to DoC and NZSki Limited in a timely manner. Reports should take a broad approach to assess overall performance, record agreements reached on site and highlight unresolved issues. Reports should take advantage of photo monitoring where possible;
- h. The time required for visits (and reports) are to be appropriate to the works in progress. The monitor is to notify and seek agreement from NZSki Limited on where the combined time required for site visits and reporting is likely to exceed 5 hours;
- i. Support tasks supplementary to monitoring and reporting (eg research and meetings) are to be agreed with DOC and NZSki Limited prior work occurring;

- j. The time spent on monitoring visits, reporting and support work will **be billed directly to NZSki Limited at a rate equivalent to DOC's** current hourly rate for field staff, plus GST. Disbursements are to be billed separately.
 - k. All monitoring reports and discussions between the contractor, NZSki Limited and DOC will be subject to the Official Information Act 1982.
8. Right to suspend works
- a. DOC will, at its sole discretion, suspend any development work or activity should contracted monitoring, public feedback or DOCs own observations determine there are unexpected and/or significant impacts on the natural environment that are not being adequately rehabilitated.
 - b. Any suspension shall remain in place until a response plan is agreed with NZSki Limited.

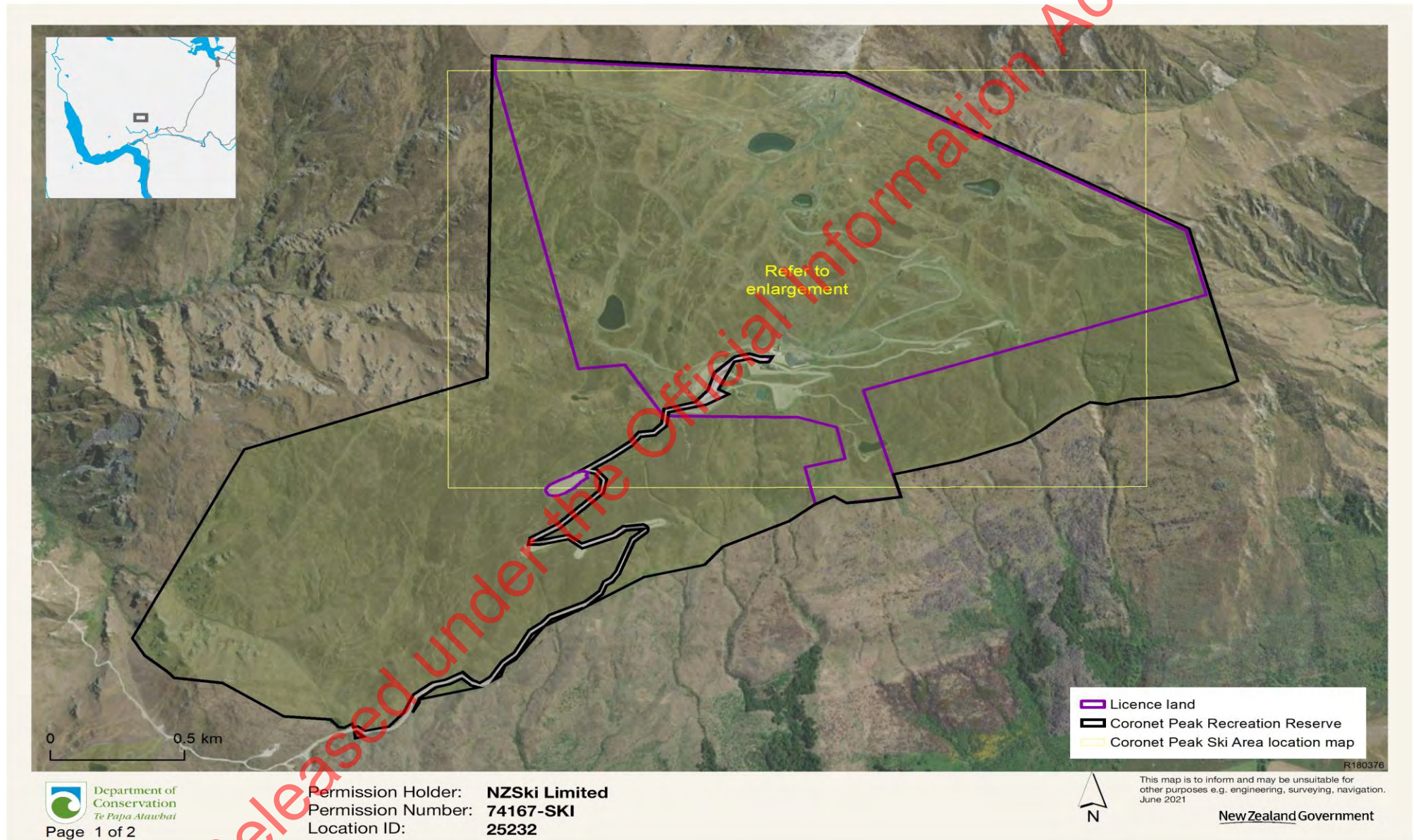
Released under the Official Information Act

SCHEDULE 4

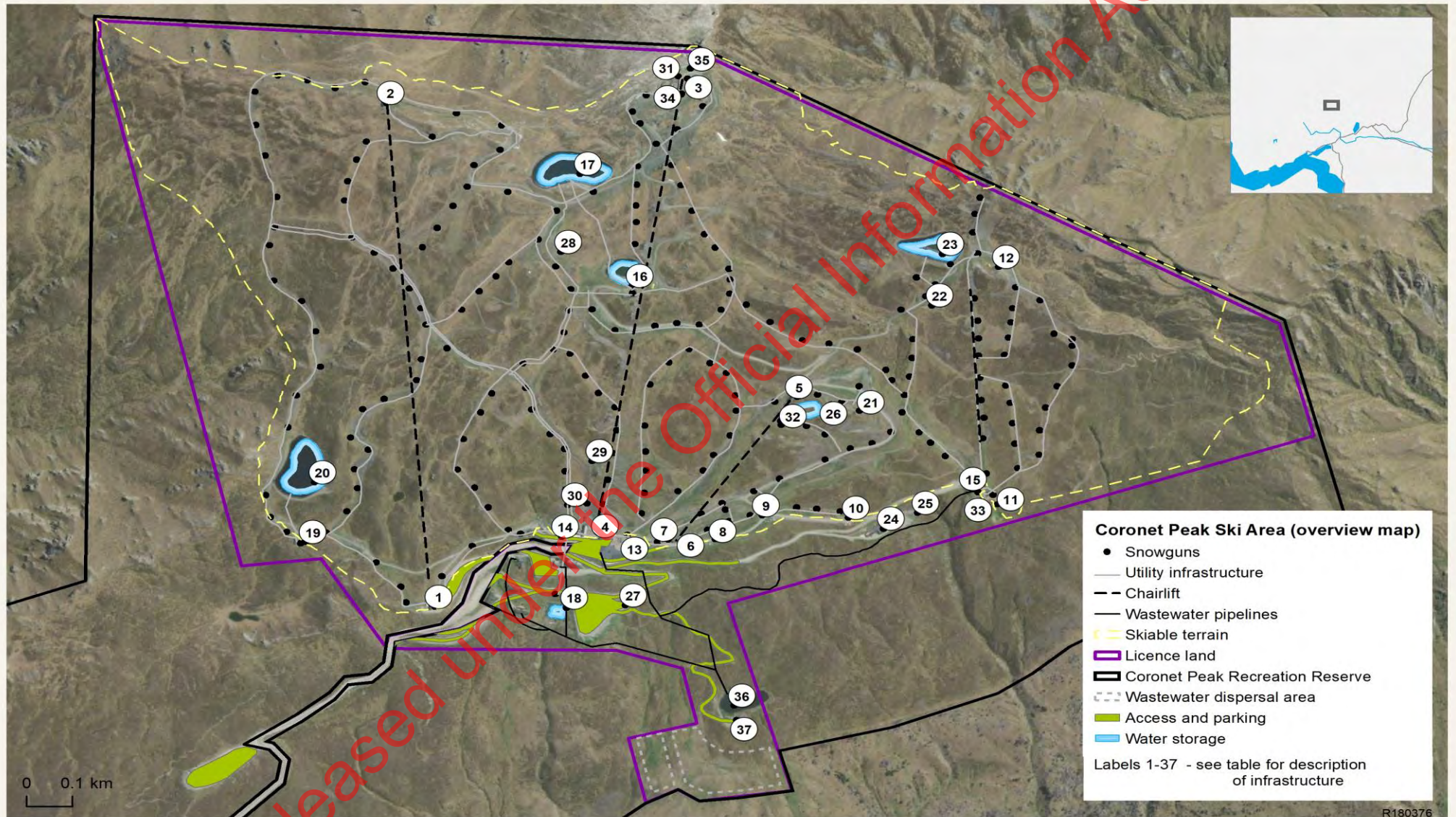
Index

- Map 1: Location map
- Map 2: Overview map of ski area infrastructure
- Map 3: Above and below ground right of way and utilities (easements). Note: Detailed infrastructure shown on Map 3.1
- Map 3.1: Detailed plan of above and below ground right of way and utilities (easements) as shown on Map 3
- Map 4: Wastewater system. Note: Refer to Map 2 for continuation of pipeline **up to Heidi's Hut (label 15)**
- Map 5: Depicting (a) the lease area of the JSD Lodge (Base Building) which measures 7,334m² and is outlined in (orange); and (b) The al fresco dining area which may be used for the purposes of providing outdoor seating, tables and providing dining services to the public and is hatched in (yellow) within the lease area, and (blue) within the licence area.
- Map 6: Car Parks 1-6 as labelled on top map and car park 7 coloured green on bottom map
- Schedule 4.1: Table of Structures and Facilities (to be read in conjunction with Maps 2 and 4)
- Schedule 4.2: Wastewater (refer to Maps 2 and 4)
- Schedule 4.3: Telecommunications (refer to Map 3)
- Schedule 4.4: Potable water (refer to Map 3)
- Schedule 4.5: Trail network
- Schedule 4.6: Third Party Operators
- Schedule 4.7: Images of infrastructure (figure number reference in Schedule 4.1 table)

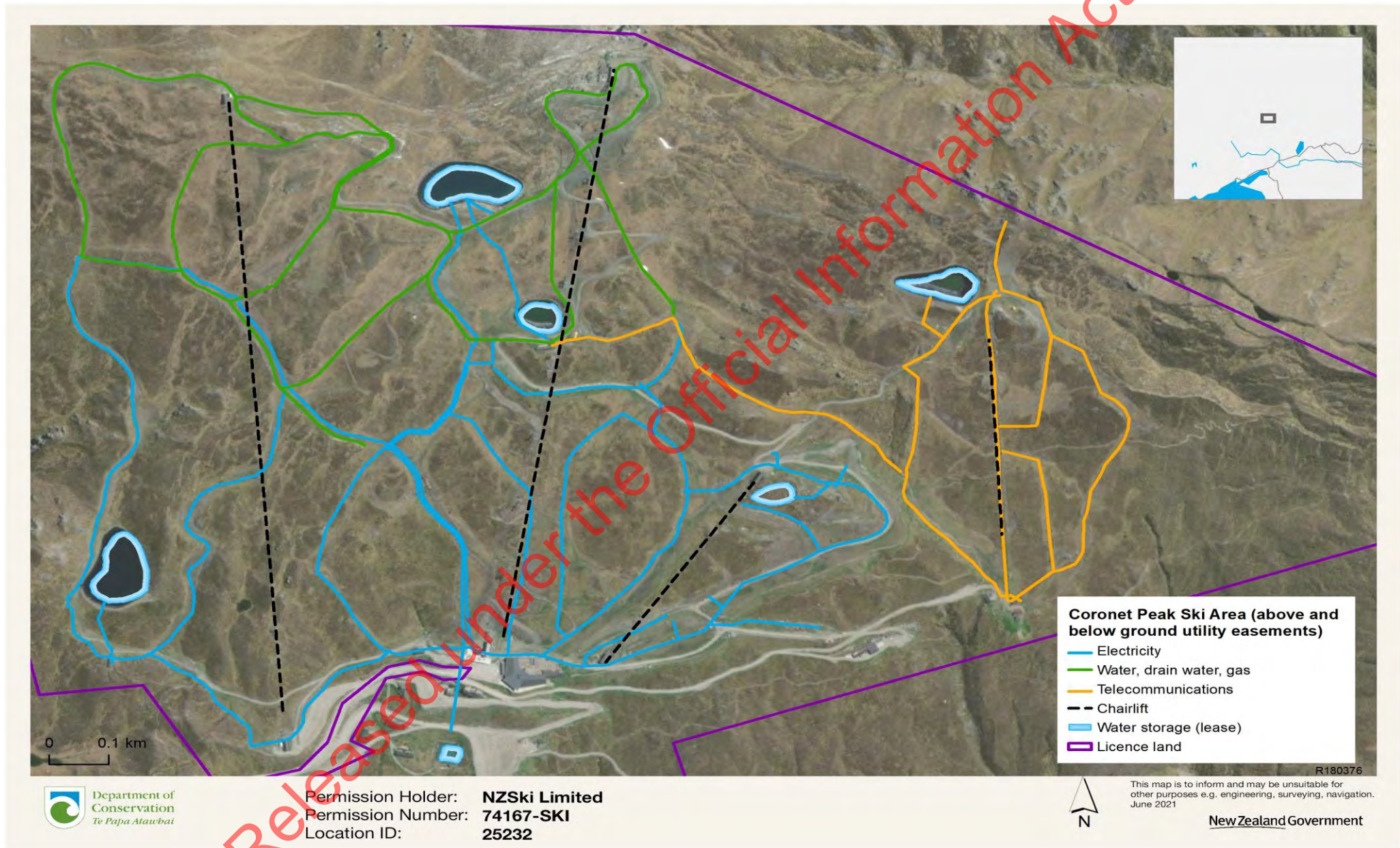
Map 1: Location map



Map 2: Overview map of ski area infrastructure



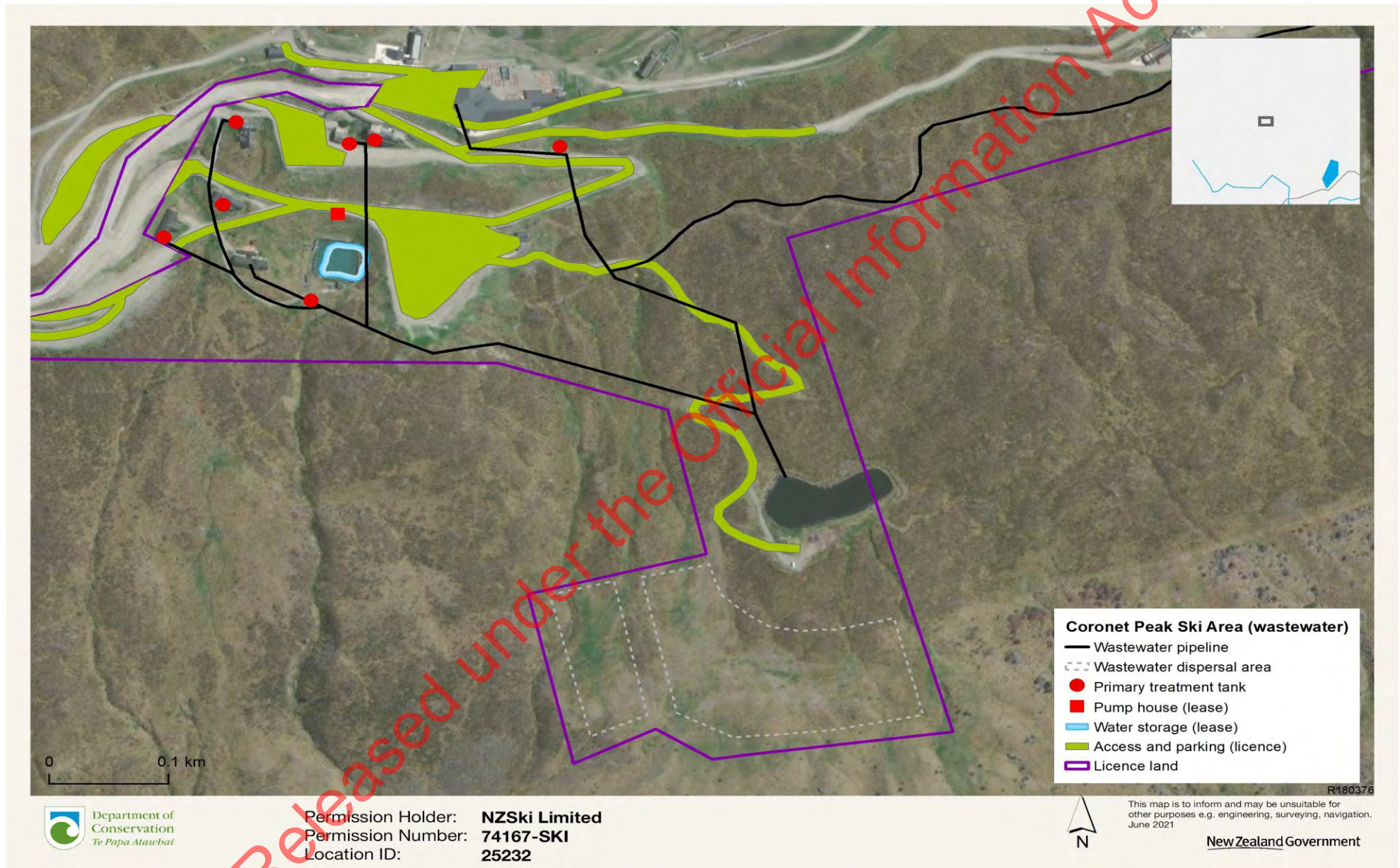
Map 3: Above and below ground right of way and utilities (easements). Note: Detailed infrastructure shown on Map 3.1 below.



Map 3.1: Detailed plan of above and below ground right of way and utilities (easements) as shown on Map 3 above



Map 4: Wastewater system (easement). Note: refer to Map 2 for continuation of pipeline up to Heidi's Hut (label 15)



Map 5: Depicting (a) the lease area of the JSD Lodge (Base Building) which measures 7,334m² and is outlined in orange; and (b) The al fresco dining area which may be used for the purposes of providing outdoor seating, tables and providing dining services to the public and is hatched in (yellow) within the lease area, and (blue) within the licence area



Map 6: Car Parks 1-6 as labelled on top map and car park 7 coloured green on bottom map



Schedule 4.1: Table of Structures and Facilities

This table to be read in conjunction with Maps 2 (labels), 3, 4 and 5 above

Description of structure or facility	Label / Map / Schedule / Photo Figure (Map 2 label unless specified)	Concession category	Area m ² (unless ha)
Greengates Drive Station	1	Lease	200
Greengates Return Station	2	Lease	206
Greengates chair and cables		Easement	0.7998 ha [1,333m (l) x 6m (w) = 7,998m ²]
Coronet Express Return Station	3	Lease	370
Coronet Express Drive Station, including storage garage	4	Lease	880
Coronet Express chair, gondola and cables		Easement	0.7752 ha [1,292m (l) x 6m (w) = 7,752m ²]
Meadows Drive Station	5	Lease	267
Meadows Return Station	6	Lease	139
Meadows chair and cables		Easement	0.2496 ha [416m (l) x 6m (w) = 2,496m ²]
Sunkid Carpet	7	Lease	43
Beginner Carpet	8	Lease	224
Dual Magic Carpet	9	Lease	471
Kaser Carpet	10	Lease	328
T-Bar Drive Station	11	Lease	61
T-Bar Return Station	12	Lease	20
T-Bar cables		Easement	0.2250 ha [375m (l) x 6m (w) = 2,250m ²]
JSD's Lodge (Base Building) (includes apron and service/working area)	13; Map 5	Lease	7,334

Description of structure or facility	Label / Map / Schedule / Photo Figure (Map 2 label unless specified)	Concession category	Area m ² (unless ha)
First Aid / Patrol Base	14	Lease	138
Heidi's Hut	15	Lease	113
RS1B – Elephant pit reservoir*	16a	Lease	5,666
PS100 Pump House & Transformers*	16b	Lease	102
RS1A – Top reservoir	17	Lease	12,705
PS200 & RS200 – co sited shed and reservoir	18	Lease	1,825
PS300 – Sara Sue Pump shed	19	Lease	107
RS300 – Sara Sue Reservoir	20	Lease	12,293
PS400 – Big easy Pump shed and bore	21	Lease	38
PS500 – Rocky Gully Pump Shed	22	Lease	71
RS500 – Rocky Gully Reservoir	23	Lease	7,784
Maintenance Workshop	24	Lease	709
30,000L Diesel Tank	25	Lease	18
Kaser Fuel Park comprised of: (a) 3500L above-ground petrol tank with concrete bund surrounding; (b) A diesel bowser with controls linked to the main tank in the maintenance yard; (c) A 2000L blue tank to support Euro 5 motors in the new snow groomers.	26(a) and (b)	Lease	17
Power Factor Hut	27	Lease	102
Ice Bar	28	Lease	24
Water tanks (in ground)	29	Easement	.0150 ha [5 x 30m ² = 150m ² being circular area]
Wall St Transformer & switch gear	30	Lease	9
Viewing deck (timber)	31	Licence	70
Snowfactory (to be established)	32	Lease	31
Race team huts	33	Lease	62
Patrol top hut	34	Lease	14
Airways Hut (Summit Building)	35	Lease	28

Description of structure or facility	Label / Map / Schedule / Photo Figure (Map 2 label unless specified)	Concession category	Area m ² (unless ha)
Wastewater Treatment Pond	36	Lease	4,000
Wastewater treatment tanks (in ground) and hut above.	37	Lease	100
Wastewater Dispersal Field	Maps 2 & 4; Schedule 4.2	Easement	3.00 ha
Underground systems and infrastructure (Sewage/communication/ water)	Maps 2 to 4; Schedules 4.2 to 4.4	Easement	6.37 ha [18,925m (l) x 3m (w) = 56,775m ²] + Wastewater pipeline [2297m (l) x 3m (w) = 6,891m ²]
Telecommunication	Maps 2 to 3.1; Schedule 4.3	Easement	Included in 6.37 ha area above
Power reticulation	Maps 2 to 3.1	Easement	Included in 6.37 ha area above
Snowmaking infrastructure (snow guns/water reticulation)	Maps 2 to 3.1; Schedule 4.4	Easement	Included in 6.37 ha area above
Carparks and access road	Maps 2, 4 & 6	Licence	83.00 ha
Balance of ski area (includes skiable terrain)	Maps 1 & 2	Licence	196.3431 ha
Comments: *PS and RS refer to Pump Stations and Reservoirs, part of the snow making infrastructure.	Total Lease area		5.6499 ha
	Total Licence area (excluding lease area) (as shown as purple outline area on Maps 1 and 2 in Schedule 4)		279.3501 ha
	Total Easement area		11.4346 ha

Schedule 4.2: Wastewater (refer to Maps 2 and 4 above)

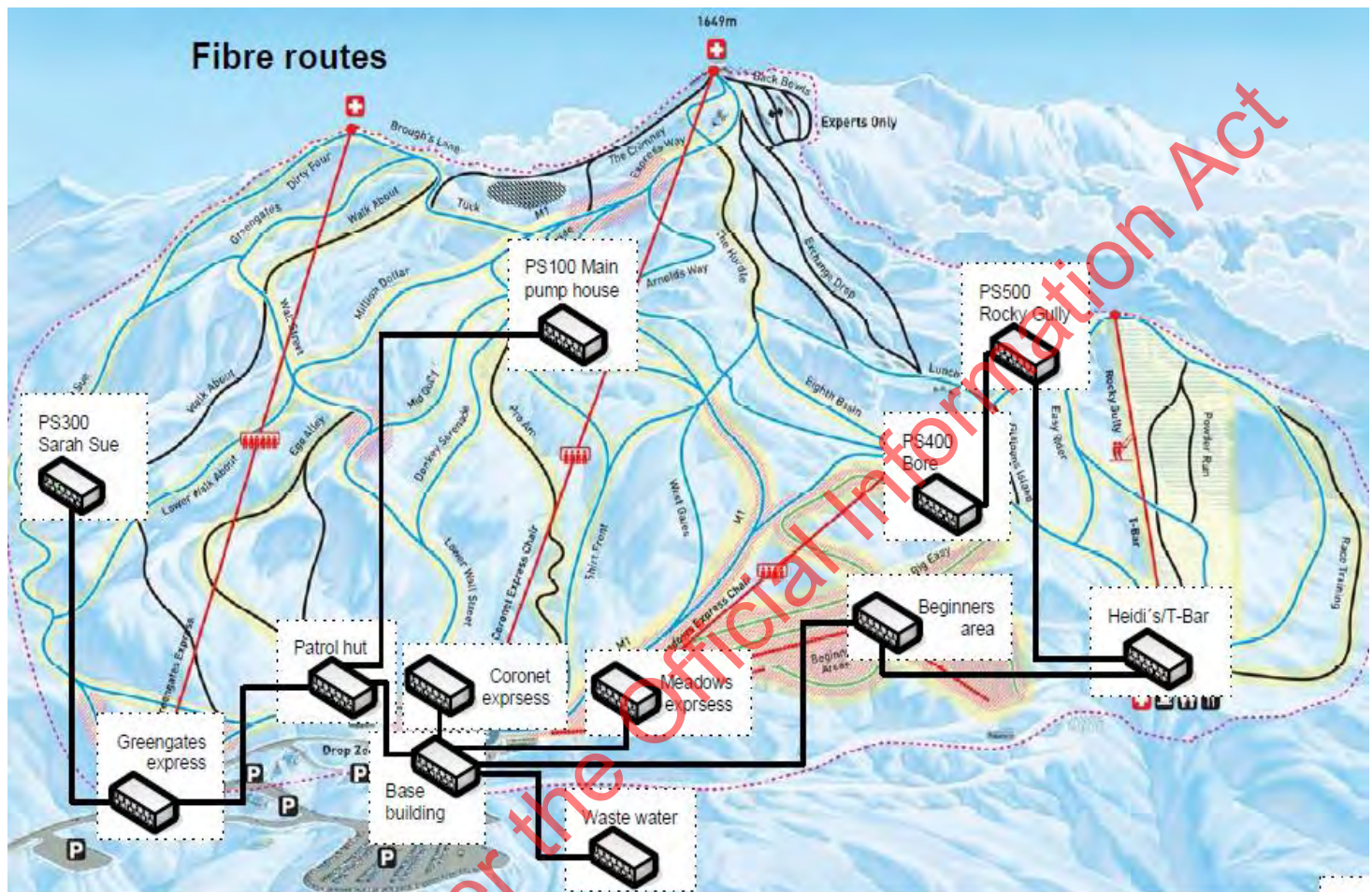
Coronet Peak uses a submerged air filtration system to process all wastewater and sewage. The wastewater treatment plant (WWTP) is located 400m below JSD's lodge and is also used by each of the 6 club huts, Heidi's Hut (figure 15) and the Maintenance workshop (figure 24). The WWTP can treat and discharge up to 65m³ of treated effluent per day. Any inflow greater than 65m³ is diverted into a 3000m³ storage pond where it is stored and treated when inflow is less than 65m³ per day.

The treated effluent is discharged to an irrigation field which further treats the effluent prior to it entering the natural waterways.



Schedule 4.3: Telecommunication (refer to Map 3 above)

Coronet Peak utilises a voice over internet protocol (VOIP) telecommunication system. The VOIP system operates via an underground network of Fibre cables with the main server located in Queenstown and backup server located at Mt Cook. A simplified schematic of the fibre network is displayed below.



Schedule 4.4: Potable water (refer to Map 3 above)

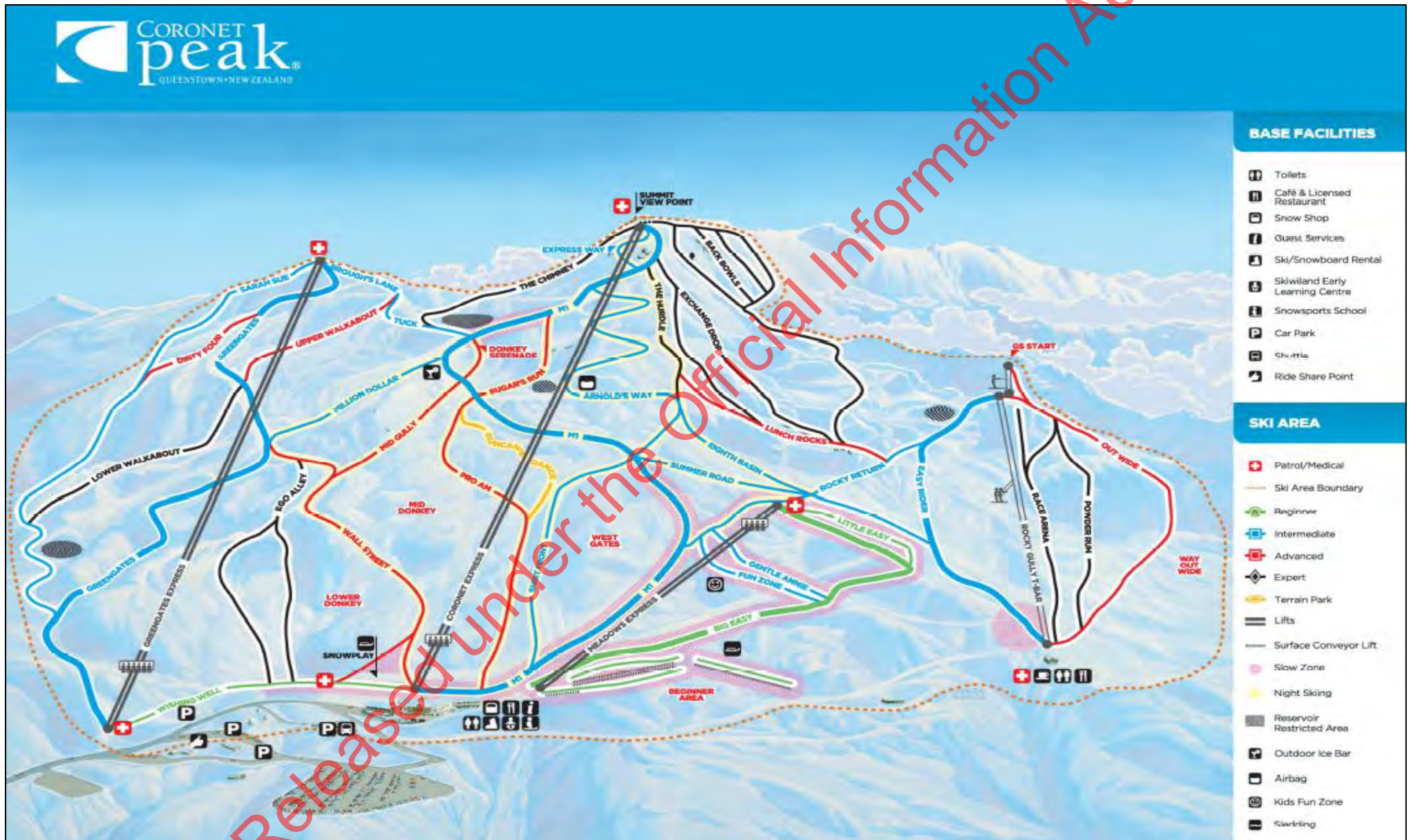
Coronet Peak has consent to take up to 4.3L of water per second from an unnamed spring located 100m to the west of JSD's lodge. The spring is one of many tributaries of Station Creek. The spring water is pumped 180m above the JSD's Lodge and stored in 5 x 25,000l underground tanks before travelling back down the mountain to be shared with 6 ski club huts occupying sites located around the Coronet Peak car parks. These club huts have independent leases with DOC.



A – Gobbler's Lodge, **B** – Rocky Gully Ski Club, **C** – Wakatipu Ski Club, **D** – Southland Ski Club, **E** – Vincent Ski Club, **F** – Otago Ski Club

Schedule 4.5: Trail Network

Concession Number: 74167-SKI



Schedule 4.6: Third Party Operators

This table to be read in conjunction with clause 44 in Schedule 3.

4.6.1 Tables - General description of third party activities

Map ref	General Description	Location
1-5	Transmission equipment and antennae	Schedule 4.6.2 map and photo's
1	The 'airways' hexagon (Summit building) is owned by the Concessionaire. Kordia (photo below) infrastructure has been linked to this building via over ground galvanised pipes.	<ul style="list-style-type: none"> Schedule 4.6.2 map and photo Schedule 4.1 table (label 35)
2	An aerial mounted on a wooden post above the top of Greengates lift. Mediaworks hosts the control equipment in a corner of the lift control hut at top of Greengates. See Schedule 4.1 (label 35).	<ul style="list-style-type: none"> Schedule 4.6.2 map and photo Schedule 4.1 table (label 2)
4	Hut and aerial tower side of Learners slope.	<ul style="list-style-type: none"> Schedule 4.6.2 map and photo Schedule 4.1 table (labels 7 & 8)
5	Hosted within the basement of JSD's Lodge (Base Building) and aerals mounted on outside of building. Includes Concessionaire's own reticulation of network to Remarkables.	<ul style="list-style-type: none"> Schedule 4.6.2 map and photo Schedule 4.1 table (label 13)
6	Launch from 4 sites.	Schedule 4.6.2 map and photo's (6A-D)
6A	Launch site 6A is outside the Coronet Peak Recreation Reserve.	Schedule 4.6.2 map and photo (6A)
6D	Outside Coronet Peak Recreation Reserve and administered under NZSki agreement with LINZ.	Schedule 4.6.2 map and photo (6D)

Map ref	Business	Activity Description	Area m ²
1	Kordia	New Zealand government-owned broadcast and telecommunication company, operating in New Zealand and Australia	22
	Airways Corporation	Controls all domestic and international air travel within New Zealand's Flight Information Region (FIR)	21
	Tourism Milford Limited	Guided walks and overnight lodges on the Routeburn and Milford tracks (sister company of Concessionaire's)	1
	Northern Southland Transport	Freight and haulage company (sister company of Concessionaire's)	1
	Queenstown Lakes District Council (QLDC)	Local government - district council	1
	Delta	Utility services company. co-hosting with Kordia	
2	Mediaworks	New Zealand based television, radio and interactive media company	1
4	2 Degrees	Telecommunication provider	6
	Lightspeed	Optimisation of network design to installation, maintenance and improvements	1
5	Vodafone NZ	Telecommunications	4
	Chorus	Provider of telecommunications infrastructure	3
	Spark	Telecommunications	3
	NZSki Limited	Internet and phone relay to Remarkables Ski Area across the valley	
	NZ Police	NZ Police force	1
6 A,B,C,D	Coronet Tandems	Independent operator providing tandem paragliding and hang gliding tours	6A = 350 6B = 450 6C = 300 6D = 300
	Skytrek	Independent operator providing tandem paragliding and hang gliding tours	
	Infinity Paragliding	Independent paragliding school offering range of courses from 1 day introduction to advanced solo piloting	
	G-Force	Independent operator providing tandem paragliding and hang gliding tours	
	Extreme air	Independent paragliding and hang gliding school	
	Ski Lodges	The ski lodges are referred to in Item 1 of Schedule 1 and Schedule 4.4: A. Gobblers Lodge (Coronet Work Limited) B. Rocky Gully Ski Club C. Wakatipu Ski Club D. Southland Ski Club E. Vincent Ski Club F. Otago Ski Club	

4.6.2 Indicative locations of third-party operators





Released under the Official Information Act

Schedule 4.7: Images of infrastructure (figure number references in Schedule 4.1 table above)

Figures 1 & 2: Greengates Express Drive & Return Chairlift – 200m² & 206 m²



Figure 3: Coronet Express Return Station – 370m² [see Figure 4.3(a)]

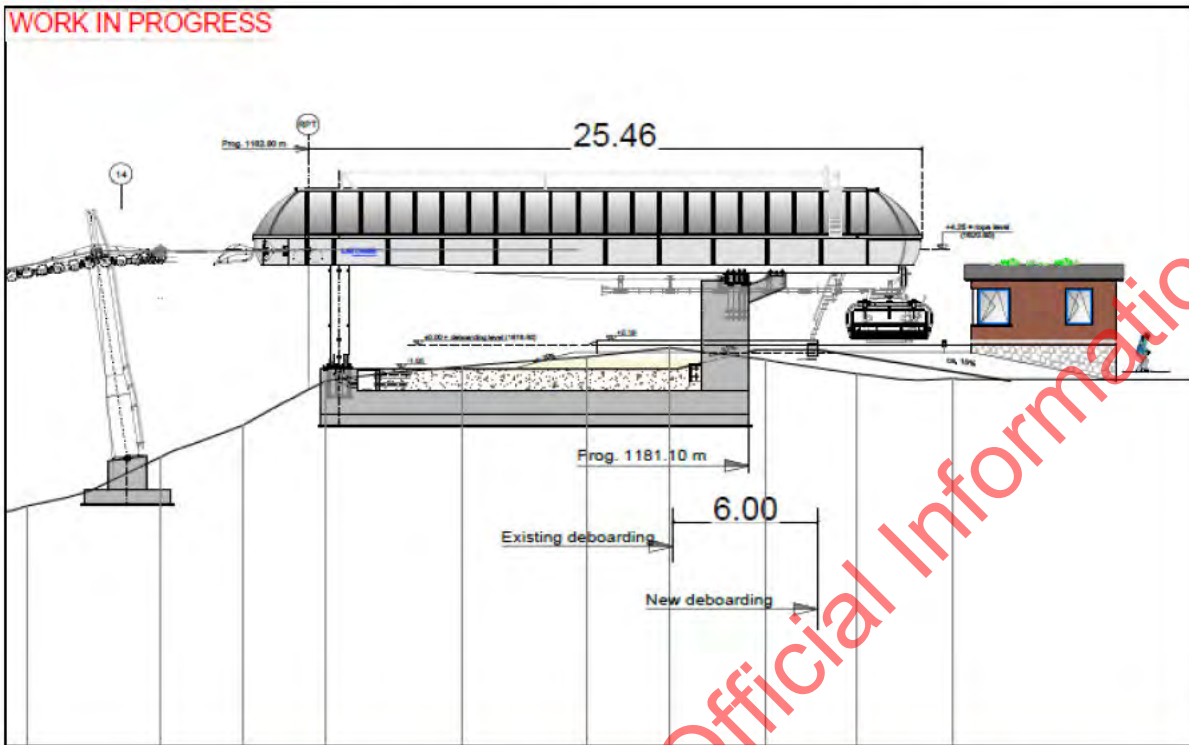


Figure 4: Coronet Express Drive Station (including Storage Garage) – 880m² [see Figure 4.3(b)]

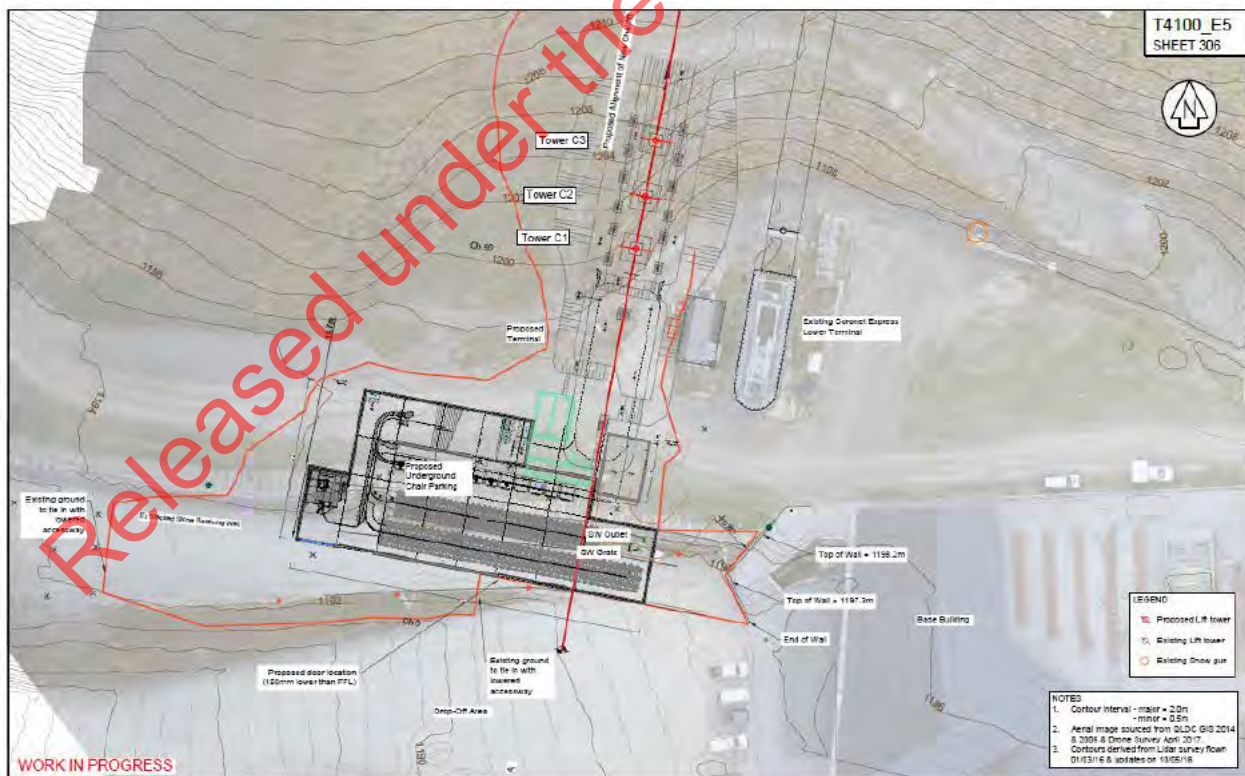


Figure 4.1: Coronet Express Gondola Cabins [see figure 4.3(a)]

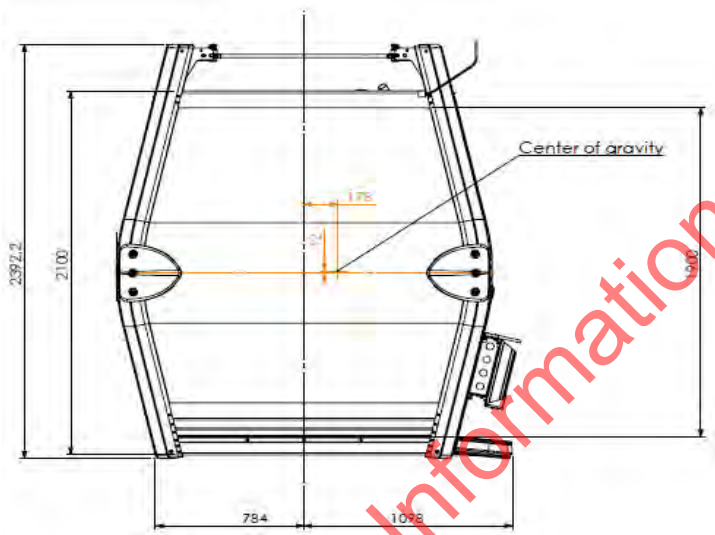


Figure 4.2: Coronet Express Chairs

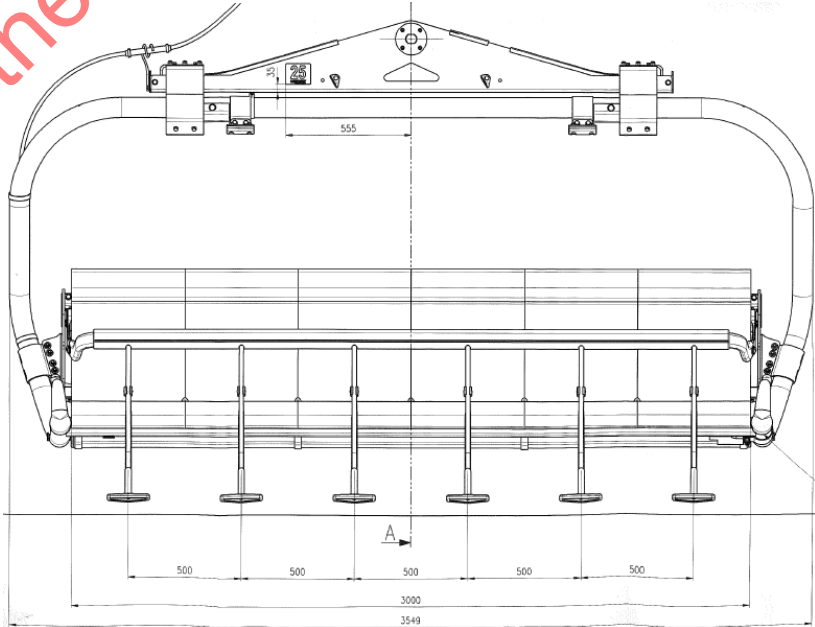


Figure 4.3: Coronet Express Chair and Gondola Parking Garage – 880m² [see figure 4.3(b)]



The parking garage is designed to house 72 chairs and 12 Gondola cabins. The lift line can accept any configuration of chairs and gondolas up to a maximum of 72.



Figure 4.3(a): Completed replacement of Coronet Express return top station and service building. Gondola cabin can be seen attached to chairlift on left hand side



Figure 4.3(b): View looking down from the Coronet Express return top station towards the completed drive bottom station, service building and parking garage

Figure 5: Meadows Express Drive Station - 267m²



Figure 6: Meadows Express Return Station - 139m²



Figure 7: Sunkid Carpet - 43m²

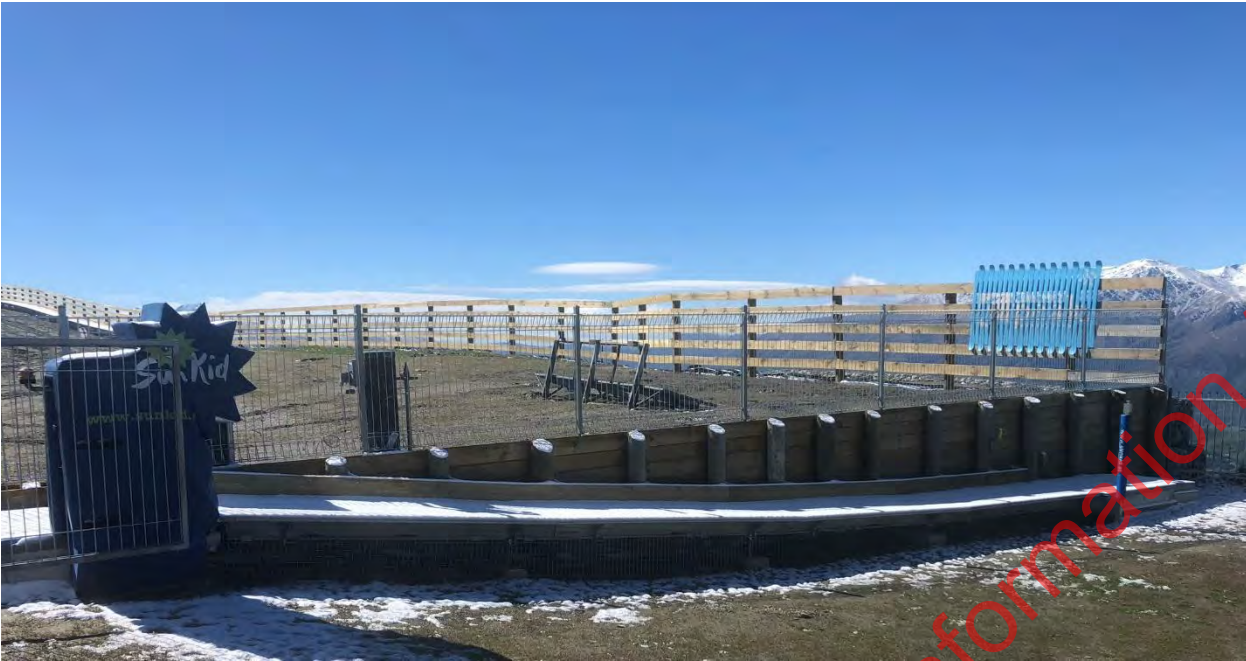


Figure 8: Beginner Carpet - 224m²



Figure 9: Dual Magic Carpet - 471m²



Figure 10: Kaser Carpet - 328m²



Figure 11: T-Bar Drive Station - 61m²



Figure 12: T-Bar Return Station - 20m²

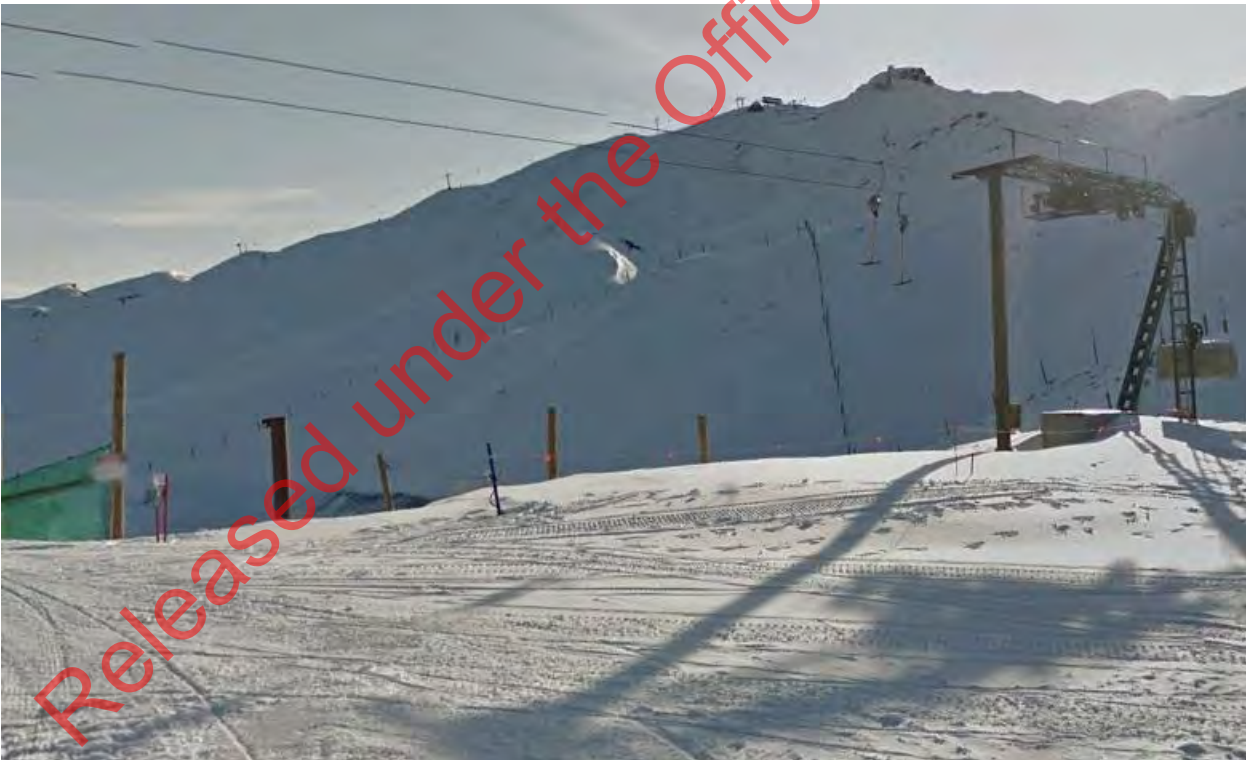


Figure 13: JSD's Lodge (Base Building) – 7,334m²



Figure 14: First Aid / Patrol Building - 138m²



Figure 15: Heidi's Hut - 113m²



Figure 16 (a & b): RS1B Elephant Pit Reservoir - 5,666m² & PS100 Pump House & Transformers - 102m²



Figure 17: RS1A Top Reservoir – 12,705m²



Figure 18: PS200 & RS200 Co-sited Shed & Reservoir – 1,825m²



Figure 19: PS300 Sara Sue Pump Shed - 107m²



Figure 20: RS300 Sara Sue Reservoir - 12,293m²



Figure 21: PS400 Big Easy Pump Shed & Bore - 38m²



Figure 22: PS500 Rocky Gully Pump Shed - 71m²



Figure 23: RS500 Rocky Gully Reservoir – 7,784m²



Figure 24: Maintenance Workshop – 709m²



Figure 25: 30,000L Diesel Tank – 18m²



Figure 26: Kaser Fuel Park - 17m²



Figure 27: Power Factor Hut - 102m²



Figure 28: Ice Bar - 24m²



Figure 29: 5 x 25000 Litre Underground Water Tanks



The underground tanks provide storage for potable water and firefighting

Figure 30: Wall St Transformer and Switch Box - 9m²



Figure 31: Wooden Viewing Deck - 70m²



Figure 33: Race Huts and Storage - 62m²



Figure 34: Patrol Top Hut associated with Coronet Express Lift - 14m²



SCHEDULE 5

RIGHTS AND POWERS IMPLIED IN EASEMENTS

SCHEDULE 5, LAND TRANSFER REGULATIONS 2018

1 Interpretation

In this schedule, unless the context otherwise requires,—

benefited land, in relation to an easement that benefits land, means the land that takes the benefit of the easement and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document

burdened land, in relation to an easement,—

- (a) means the land over which the easement is registered and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document; and
- (b) includes the easement area

easement area, in relation to an easement, means an area that—

- (a) is shown on the plans in Schedule 4; and
- (b) is referred to in the relevant easement instrument, transfer instrument, or deposit document as the area to which the easement applies

easement facility,—

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (b) for a right to convey electricity or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (c) for a right of way, means the surface of the land described as the easement area, including any driveway;
- (d) deleted;
- (e) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (f) for a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee and grantor—

- (a) have the meanings given by section 107 of the Act; and

- (b) **in clauses 3 to 9 and 12(1), include those persons' agents, employees, contractors, tenants, licensees, and invitees**

repair and maintenance, in relation to an easement facility, includes the replacement of the easement facility

telecommunication means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not.

2 Classes of easements

For the purposes of regulation 21, easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3 Right to convey water

- (1) A right to convey water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).
- (4) The grantor must not do and must not allow to be done anything on the burdened land that may cause the purity or flow of water in the water supply system to be polluted or diminished.

4 Right to drain water

4(1) to 4(3) deleted as not relevant.

5 Right to drain sewage

- (1) A right to drain sewage includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity—
 - (a) from the benefited land through the easement facility and over the easement area; or

(b) for an easement in gross, through the easement facility and over the easement area.

(2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

(3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

6 Rights of way

(1) A right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.

(2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—

(a) vehicle, machinery, or implement; or

(b) domestic animal or (if the burdened land is rural land) farm animal.

(3) A right of way includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposits of materials, or unreasonable impediment) to the use and enjoyment of the easement facility.

(4) The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent by any period of necessary repair or maintenance of the easement facility.

(5) The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1).

7 Right to convey electricity

(1) A right to convey electricity includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.

(2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

(3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

8 Right to convey telecommunications

(2) A right to convey telecommunications includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the easement facility and over the easement area and (for an easement that benefits land) to and from the benefited land.

- (3) The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (4) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

9 Right to convey gas

- (1) A right to convey gas includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

Rights and powers implied in all classes of easement

10 General rights

- (1) All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated in the easement area for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists in the easement area, the right to lay, install, and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility that the grantee reasonably requires and for which the grantor has given prior consent; and
 - (c) the right to repair and maintain the easement facility.
- (2) The grantor must not unreasonably withhold consent under subclause (1)(b).
- (3) The grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (4) The grantee must not do and must not allow to be done on the benefited land (if any) or the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (5) To avoid doubt, all the easements referred to in this schedule (other than for a right to convey electricity) include the right to convey electricity necessary to operate a pump or other equipment that is part of the easement facility.

11 Repair, maintenance, and costs

- (1) If the 1 or more grantees have exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the

easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.

- (2) Deleted.
- (3) If the easement is in gross, the grantee bears the cost of all work done outside the burdened land.
- (4) The parties responsible for maintenance under subclause (1), or (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (5) Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.
- (6) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
 - (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with subclause (2).
- (7) The costs of any electricity used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

12 Rights of entry

- (1) The grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations,—
 - (a) enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the burdened land for a reasonable time if work is proceeding.
- (2) However, the grantee must first give reasonable notice to the grantor.
- (3) The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor.
- (4) The grantee must ensure that all work is performed properly.
- (5) The grantee must ensure that all work is completed promptly.
- (6) The grantee must immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.
- (7) The grantee must compensate the grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the burdened land.

13 Default

Deleted.

14 Disputes

Deleted.

Released under the Official Information Act

SCHEDULE 6

STATEMENT OF GROSS ANNUAL REVENUE

NZSki Limited
Coronet Peak Ski Area

Lease and Licence and Easement

Concession Number: 74167-SKI

CONCESSION YEAR: 01/12/____ to 30/11/____

(note: year 1 will run from commencement of this Concession to 30 November 2024)

Items for inclusion:

- A. A **statement signed by the Concessionaire as to the Concessionaire's Gross Annual Revenue** for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
- B. A statement signed by the Concessionaire setting out how many people have **used the Concessionaire's various services and facilities each month during** the Concession Year (or part-year if relevant); and
- C. A chartered accountant certified, full set of financial statements that clearly shows the Gross Annual Revenue associated with each aspect comprising the Concession Activity for the Concession Year just gone (or part-year if relevant); and
- D. If the Gross Annual Revenue associated with the Concession Activity cannot be clearly identified in the financial statements, a reconciliation between the Concession Activity and financial statements must be prepared and accompany the full financial statements.

Please return to:

Department of Conservation
PO Box 5244

Ōtepoti/Dunedin 9054

email: transactioncentre@doc.govt.nz



Authority for collection of material on public conservation land

Plants

Authorisation Number: 99333-FLO

THIS AUTHORITY is made this 2nd day of November 2022

PARTIES:

The Minister of Conservation, and where required, the Director-General of Conservation (the Grantor)

AND

NZSKI Limited (the Authority Holder)

BACKGROUND

- A. The Minister of Conservation is empowered to issue authorisations under the Conservation Act 1987, the National Parks Act 1980 the Reserves Act 1977 and the Wildlife Act 1953 (the Conservation Legislation).
- B. The Authority Holder wishes to exercise the authorisation issued under the Conservation Legislation subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

PERMITS the Authority Holder pursuant to section 59A of the Reserves Act 1977

subject to the terms and conditions contained in this Authority and its Schedules.

A handwritten signature in black ink, appearing to read 'David Butt'.

SIGNED on behalf of the Grantor by David Butt, Operations Manager Wakatipu, acting under delegated authority
in the presence of:



Witness Signature

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised Activity (including approved quantities of material and collection methods) (Schedule 2, clause 2)</p>	<p>Take seeds and plants from the following species:</p> <p>a. Take seeds and plants listed under Schedule 4 of this Authority from a Reserve</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Coronet Peak Recreation Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. The Authority Holder</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 2 November 2022 and ending on and including 1 November 2032</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 10)</p>	<p>The Authority Holder's address in New Zealand is: Level 2 The Station 44 Camp Street Queenstown 9305</p> <p>Email: Sec 9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address is: Permissions Team Level 4 73 Rostrevor Street Hamilton Central Hamilton 3240</p> <p>Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

- 1.1. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2. Where obligations bind more than one person, those obligations bind those persons jointly and separately.

2. What is being authorised?

- 2.1. The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2. The Authority Holder must advise the **Department of Conservation's local Operations Manager(s)** one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
- 2.5. The Authority Holder may publish authorised research results.
- 2.6. The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

3. Who is authorised?

- 3.1. Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

4. How long is the Authority for - the Term?

- 4.1. This Authority commences and ends on the dates set out in Schedule 1, Item 4.

5. What are the obligations to protect the environment?

- 5.1. Other than what is authorised by this Authority, the Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

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

- 5.3. The Authority Holder must not bury:

- a) any toilet waste within 50 metres of a water source on any public conservation land being part of 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. What are the liabilities?

- 6.1. **The Authority Holder agrees to exercise the Authority at the Authority Holder'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 arising from the Authority Holder's exercise of the Authorised Activity.**
- 6.2. The Authority Holder 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 Authority Holder's exercise of the Authorised Activity.
- 6.3. This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and Grantor's notices and directions?

- 7.1. The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor or any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987, the Acts listed in the First Schedule of that Act, and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

- 8.1. The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

- 9.1. The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
 - a) the Authority Holder breaches any of the conditions of this Authority; or
 - b) **in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.**
- 9.2. If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

- 10.1. Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre-paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. 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 3rd working day after posting
 - c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

10.2. If the Authorised Holder's details specified in Schedule 1, Item 5 change then the Authorised Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

11.1. The Authorised Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

12. Use of species/materials/future use/disposal

12.1. The Authority Holder must comply with any reasonable request from the Grantor for **access by the Grantor or the Grantor's nominee to any collected species or material.**

13. Biosecurity

13.1. The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

14. Are there any 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.

15. Can the Authority be varied?

15.1. The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Use of materials

1. All material collected shall remain the property of the Crown.
2. Any surplus material is to be stored and the Grantor is to be consulted on ultimate disposal of such material.
3. Any disposal to a third party or use for a purpose other than stated in this application is not to occur without the written approval of the Operations Manager, Wakatipu District.

Private Land

4. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
5. This authority does not confer on the Authority Holder any interest in the Site, nor does it derogate in any way from the rights of the public to use and enjoy the whole or any part of the site.

Management of Effects

6. Collection sites are to be left in as natural a state as possible.
7. All equipment must be removed from the site after the authorised activities have been completed.
8. The Authority Holder must, as far as practical, take all reasonable care not to trample or damage any plant in the vicinity of the Activity sites.
9. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site.
10. The Authority Holder must hold a current Safety Plan for undertaking fieldwork; and the Authorised Personnel must adhere to this safety plan at all times, when in the field.
11. The Authority Holder must, where practicable, take all rubbish out of the Land and dispose of it away from public conservation lands. The Authority Holder must adhere to the Environmental and Water Care Code while conducting the activity.
12. The Authority Holder must conduct the activity in a safe and reliable manner, including:
 - a. Preparation of a contingency plan for dealing with any mishap that may occur during the operation of activities under this permit, including the recovery of sick or injured persons.
 - b. Acknowledgement that the Grantor accepts no responsibility for the safety of the Authority Holder.

Expectations of the Public

13. While undertaking the Authorised Activity, the Authority Holder must not exclude or impede the public from accessing any sites, tracks, or facilities.
14. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder must provide an explanation of why the Authorised Activity is taking place.

Reporting

15. All records of the Authorised Activity must be made available for inspection at reasonable times by officers of the Grantor.
16. The Authority Holder must provide an annual report by 1 December each year to the Grantor citing authority number 99333-FLO. The report shall be forwarded electronically to the Grantor by email to permissionshamilton@doc.govt.nz and queenstown@doc.govt.nz. This report shall contain the following:
 - a. Location with GPS coordinates noting collection sites
 - b. All collections of seed and *D. rosmarinifolium*
 - c. Total numbers of all plants grown in nurseries
 - d. All plants planted on the land
 - e. Dates and times of conducting the Authorised Activities
 - f. Total time spent on the Authorised Activities, provided in part day increments
 - g. The number of people involved and names of personnel
 - h. If there are any newly-discovered implications for conservation management
 - i. The name of the nursery being used to grow the seed/plants
 - j. The Authority Holder acknowledges that the Grantor may provide copies of any findings to Tangata Whenua

Iwi requirements

17. At the completion of the activities, the Authority Holder must forward a **“layperson’s” account of the activity to the Grantor’s Geraldine, North Canterbury and South Westland office.** This account must be no longer than two pages in length.
18. Should any Koiwi (human bones) or artefacts (taonga) be found, the Permit Holder must **cease activity immediately and contact the Grantor’s office.**
19. The Concessionaire acknowledges that pounamu (including all nephrite, semi-nephrite, **bowenite and serpentine**) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
20. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.

21. Where any pounamu is found by the Concessionaire, they are requested to immediately **notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 KAI TAHU (0800 524 8248) AND Te Rūnanga o Ngāti Waewae-Chairperson, 0508-7862642, email: Sec 9(2)(a)**

Plant Collection

22. The Authority Holder must ensure movement between plants is only done on foot.
23. No material collected pursuant to this Authority may be used for commercial purposes or patenting of plant varieties or registration of intellectual property rights on any derivatives; without a subsequent authorisation from the Grantor that specifically allows those specific activities and/or actions.
24. Plants must be collected, as far as practicable, away from tracks, huts, picnic areas or areas of high public use and out of sight of the public.
25. Collection is only authorised in areas where there is a population of at least 20 individuals of the species to be collected or where plants will be otherwise damaged by trackwork
26. All seeds and cuttings shall be collected by the methods detailed in its application attached in Schedule 5.
27. Seeds (from the plant or on the ground) may be collected from a maximum of 50 individual plants per species in any one location per year, and from as many individuals as possible up to this limit.
28. No more than 5% of the seeds and fruit are to be collected from any individual plant.
29. Whole seedlings may be collected from areas where they will be destroyed by works occurring in the immediate future
30. The collection site must be ecologically connected to the restoration site

Collection of seed for growing by a commercial nursery

31. Species authorised for collection for growing in a commercial nursery restricted to
- Narrow-leaved snow tussock (*Chionochloa rigida*),
 - Slim snow tussock (*C. macra*),
 - Blue tussock (*Poa colensoi*),
 - Astelia nervosa*,
 - Cottonwood (*Ozothamnus vauvilliersii*)
32. The collection amounts are not to exceed 5% of seed from collection areas for any species and the total amount of seed is not to exceed the maximum quantity of 2 pillow cases for Narrow-leaved snow tussock, and 1 pillow case for Slim snow tussock, Blue tussock, *Astelia nervosa* and Mountain touhinu.

Collection of seed for direct sowing on site

33. Species authorised for collection for direct sowing on site on disturbed areas on NZSki Coronet peak skifield are restricted to Red Bidibid (*Acaena novaeOzealandiae*), Blue tussock (*Poa coensoi*) and Cottonwood (*Ozothamnus vauvilliersii*)
34. The collection amounts must not to exceed 5% of seed from collection areas for any species and the total amount of seed is not to exceed 1 pillow case of Red Bidibid (*Acaena novaeOzealandiae*), Blue tussock (*Poa coensoi*) and Cottonwood (*Ozothamnus vauvilliersii*).

Collection of *Dracophyllum rosmarinifolium* seedlings

35. In the first year the collection must not exceed 100 seedling *Dracophyllum rosmarinifolium*.
36. *Dracophyllum rosmarinifolium* to be collected must not exceed 300mm in height.
37. Monitoring of the collection site must be undertaken to show any impacts of plant collection and show adequate regeneration is occurring. This monitoring must include photographs or photo points but must not be confined to photographic monitoring. This will be undertaken by the independent monitoring ecological contractor.
38. Monitoring of survival of transplanted *Dracophyllum rosmarinifolium* must be undertaken. This must include photographs or photo points but not be confined to photo monitoring. This will be undertaken by the independent monitoring ecological contractor.
39. A report outlining the monitoring results must be provided to the Department of Conservation, Queenstown District Operations Manager (queenstown@doc.govt.nz) by 1 April annually

Vegetation uplift and transplanting associated with Mountain Bike trails

40. As part of building, upgrading or maintaining any approved Mountain Bike (MTB) trails work, native vegetation/plants may be uplifted and transplanted along the MTB trails.

Other

41. A new clause 9.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".

Schedule 4

1. Mountain Astelia (*Astelia nervosa*)
2. Snow Tussock (*Chionochloa rigidia* and *Chionochloa macra*)
3. Blue Tussock (*Poa colensoi*)

4. Red Bidibid (*Acaena novae-zelandiae*)
5. Cottonwood (*Ozothamnus vauvilliersii*)
6. Dracophyllum (*Dracophyllum rosmarinifolium*)

Schedule 5 -Application Form

Released under the Official Information Act



10

Research or Collection Authorisation

Application form 10

This application form must be used if you wish to collect, and /or undertake research on material which is on public conservation land, and/or introduce any material to public conservation land including:

- plants
- soil
- rocks
- historic material
- invertebrates (non-protected)

Using this application form

Completing the application



Save – You can save this application form to your digital device and edit or fill it in your own time.



Fill – You can fill this application digitally using Microsoft word.



Print – You can print this application form and fill it manually, or you can fill it digitally, then print it.



Submit – This application form can be submitted by email or by post.



Email – Email your application and all the required labelled attachments to:
permissionshamilton@doc.govt.nz



Post – Post your application and all the required labelled attachments to:
Statutory Process Team
Private Bag 3072
Hamilton 3240

Application checklist

☐ Have you included labelled attachments as required for your activities (including maps, testimonials, and consultations)?

☐ Have you read the section regarding liability of the applicant for payment of fees?

☐ Have you signed your application (digitally or manually)?

Navigation



Hints – Use the links through the hints column on the right hand side of the application form



Scroll – Simply use your mouse or keyboard arrows to scroll through the document page-by-page.

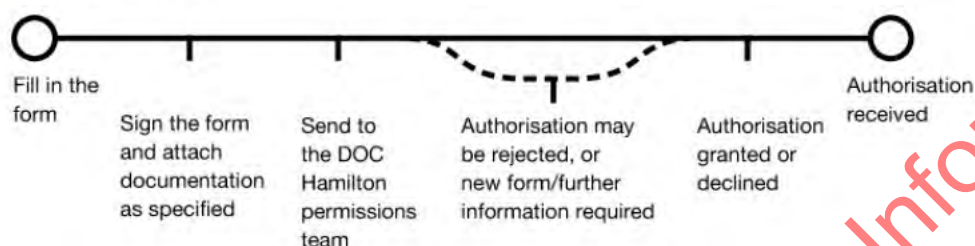
Before you start

If you want to:

Do any activity involving any protected wildlife, whether on public conservation land or not then you must fill in Application form 9. If the reason for the collection or research is for commercial purposes then you will be required to apply for a concession.

- ! If you need to apply for a concession, please contact the permissions team for guidance, or visit the [application forms webpage](#).

Process



- ! An application is deemed complete when all information requested has been received.
- ! Any amendments requested after lodgement may require a Form 10a variation application to be completed resulting in a delay of processing of your application.

Applications for proposals of activities are categorised as either standard or complex proposals:

- Standard proposals are those activities that are likely to have little or no significant effect on conservation values. See the fee section for information on what fees are likely to apply.
- Complex proposals are those activities likely to have more significant effects, and therefore require careful consideration. See the fee section below for information on what fees are likely to apply.

- ! Please see also the [fees](#) section.
- ! Please take the timeframes below into consideration when submitting your application.

Consultation:

- Consultation is required on most applications. In general Iwi have 20 working days to respond to DOC once we make a formal request. If there are considerable iwi values to consider they may request a further 20 working days to respond. If no response is received from iwi within the specified period DOC will continue to process your application, as we may be able to locate relevant information about their interests from other sources.

- ! For more information please see the [iwi consultation section](#).

Contact

Statutory Process Team
Private Bag 3072
Hamilton 3240

+64 27 308 8958
permissionshamilton@doc.govt.nz

Released under the Official Information Act

Section A | Applicant details

Full name (registered company, institute, organisation, or individual)

NZSki Ltd

1st Floor Station Building Cnr Camp and Shotover sts

Queenstown 9300

! Enter your details in the grey fields.

Legal status of applicant:

☐ Individual

☐ Trust

☒ Registered company

☐ Research institute

Other (specify)

! Please attach a copy of Trust Deed

Registration number (if company, trust or incorporated society)

1207016

Trading name (if different from applicant name)

Any previous Authorisations held? ☐ Yes ☒ No

If yes, please provide Authority number

Postal address

POBox 359

Queenstown

Street address (if different from postal)

See above

! You must provide a New Zealand address for service.

Registered office of company or incorporated society (if applicable)

Phone

Sec 9(2)(a)

Website

www.nzski.com

Contact person and role

Nigel Kerr

Ski Area manager

Phone

Sec 9(2)(a)

Mobile

! Please fill these three fields for your

Email

Sec 9(2)(a)

company contact
person or if you are
applying as an
individual.

Released under the Official Information Act

Section B | Activities

1. Activities

Please select all the actions that are applicable to the activity you wish to carry out.

- ☐ Research on-site without removal or disturbance of the species or material
- ☒ Remove samples/collection of species or material from public conservation land
- ☐ Introduce material or species to public conservation land

Other: To source seed for redistribution onto disturbed land, to propagate remotely for replanting and to transplant for eco restoration projects.

Tick the relevant boxes for your activity:

- ☐ Rocks ☐ Soil ☒ Plants ☐ Historic Material ☐ Invertebrates
- ☐ Non-protected Wildlife under Wildlife Act 1953
- ☒ Other: Seed and plants

2. Species/material to be collected/researched/introduced

2.1. Species name

Please list the common and scientific name/s of all species for which the authorisation is sought.

Common name	Scientific name	NZ threat classification
1. Mountain Astelia	1. Astelia Nervosa	1. Not threatened.
2. Snow Tussock	2. Chionochla Rigida	2. Not threatened
3. Blue Tussock	3. Poa Colensoi	3. Not threatened
4. Red Bidibid	4. Acaena Novae-Zelandiae	4. Not threatened
5. Cottonwood	5. Ozothamnus Leptophyllus	5. Not threatened
6. Dracophyllum	6. Dracophyllum uniflorum	6. Not threatened

! See list of protected invertebrates [here](#)

! If the species is protected under the Wildlife Act 1953 please see list of application forms [here](#)

! A New Zealand classification system guide can be found [here](#) on the DOC website.

7. Snow Tussock

7. Chionochla Macra

7. Not threatened

Released under the Official Information Act

Section B (continued) | Activities

2.2. Description

Please provide a description of materials you propose to collect / research / introduce.

1. Seed from Macra & Rigida Tussock in addition to Poa Colensoi, Astelia Nervosa and Ozothamnus Leptophyllus collected and propagated remotely for reintroduction.
2. Seed from various coloniser species collected and then redistributed as seed into disturbed areas. Primarily Red Biddibid and Cottonwood.
3. Dracophyllum transplanted from lower down the reserve into batters and areas where rigida dominates to restore the mix of tussock / draco up to 1,000 a year in Autumn.
4. As part of building MTB trails key species will be lifted and then transplanted (sometimes split up) into berms and edges of trails. These are Tussock (all three varieties) and Astelia.
5
6

3. Collection / research / introduction site

State the area/s in which the collection/research/introduction will be carried out and why this site is the best option. Include a map (and GPS co-ordinates if available).

Marked in RED to outline the main area within the Coronet Peak rec reserve used for skiing in which all seeds would be collected.

1. Coronet Peak Recreation Reserve

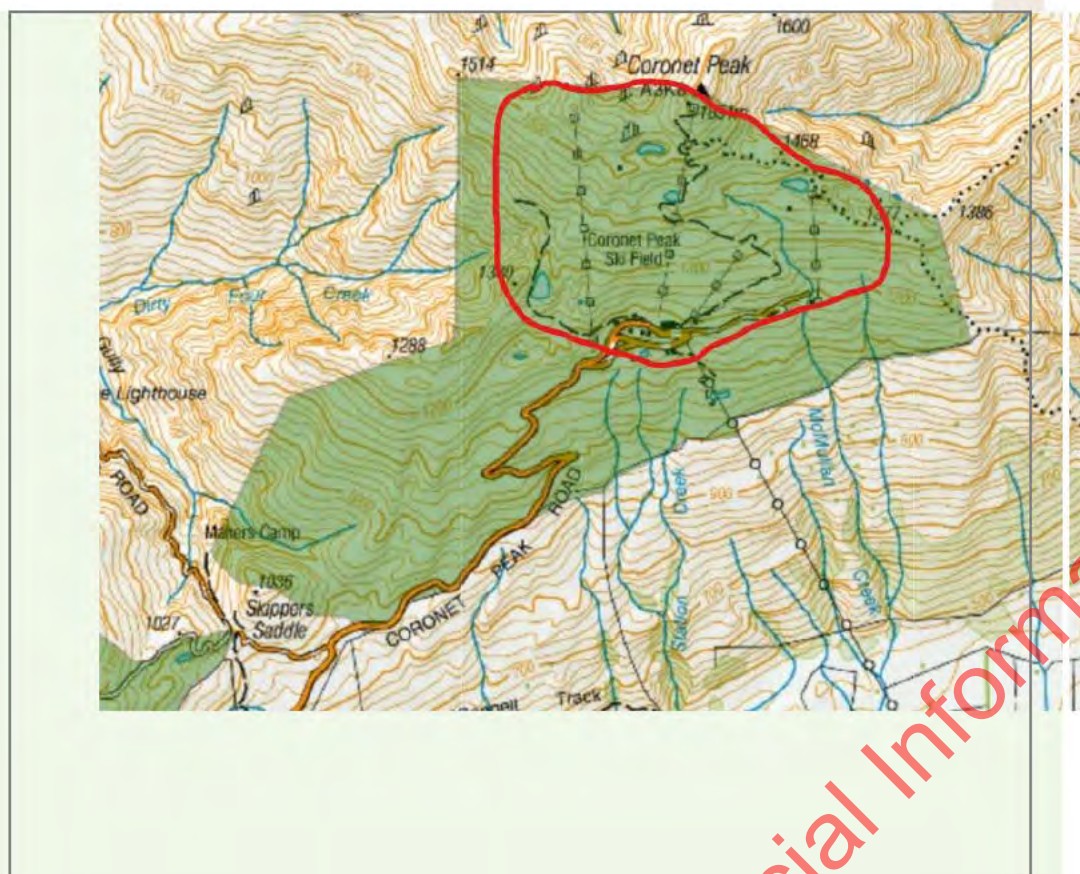
Secondly along the road edges below the base building and still within the Rec reserve collect Dracophyllum seedlings for transplanting.



Use [DOCgis](#) to view Conservation Land



Attach map and label Attachment as B.3.



Released under the Official Information Act

Section B (continued) | Activities

3.2. Access to Restricted Land

Special permission is required to enter some public conservation lands that have particularly high levels of protection. If you wish to enter land of any status listed below to carry out the proposed activity, please select the status and state the full name of the land to which permission for access is sought.

Nature Reserve (s20 Reserves Act 1977)

Name of land to be accessed

Coronet Peak Recreation Reserve

Scientific Reserve (s21 Reserves Act 1977)

Name of land to be accessed

Government Purpose (s22 Reserves Act 1977)

Name of land to be accessed

Specially Protected Area in a National Park (s13 National Parks Act 1980)

Name of land to be accessed

State why?

Wildlife Sanctuary (s9 Wildlife Act 1953)

Name of land to be accessed

Wildlife Refuge (s14 Wildlife Act 1953)

Name of land to be accessed

Wildlife Management Reserve (s14 Wildlife Act 1953)

Name of land to be accessed

! Wildlife Act

Authorisations apply to private land and public conservation land. If the location is private land, you will also need the consent of the land owner.

! If special permission is sought you must provide this information or your application may be rejected.

! If proposing to undertake your activity in a National Park, your activity must be essential for management, research, interpretation or educational purposes. Please state why?

! Use [DOCgis](#) to view Conservation land.

Section B (continued) | Activities

1. Collection / research / introduction amounts and methods

Please list exactly what samples are to be taken and the methods/s to be used, including amounts to be taken.

Sample	Method	Amount	Proportion/population
1. Macro and Rigida	Pillow slip over top by hand	2 pillows per annum	5%
2. Dracophyllum	Digout all root system, 1 in 10 selection.	1000 pa.	5%
3. Astelia	Sacking	1 pillow case	5%
4. Ozothamnus	Hand gather to sack	1 pillow case	5%
5. Blue Tussock	Hand gather to sack	1 pillow case	5%
6. Bidi Bid	Hand gather to sack	1 pillow case	2%

! Where possible, please state: The target number of individuals of each non-protected species and what proportion of the local and global species population you estimate would be affected by your activity.

Section B (continued) | Activities

2. Purpose

- 2.1. Please state the purpose for which the samples are being taken, or the material is being introduced, include a copy of any research proposal. Include names of all those people who will be undertaking the activity as listed above.

Please provide a brief summary paragraph (100 words or less) here:

As part of our stewardship and revegetation protocols established with DOC Queenstown. This is incorporated into our Concession document. It requires replanting and colonisation with seed taken locally if possible.

Please provide a more detailed summary of your proposal here:

See 2.2

In line with the fee waiver given to the Wainuiomata nursery earlier this year to collect seed within the reserve we would request the same as this is

3. Not for profit
4. In line with DOC aspirations outlined and requested in our Concession.
5. Under the review of a DOC appointed monitor
6. Will have improved recreational and visible outcomes for visitors to the reserve.

6.1. Samples for genetic modification.

If any collected species/material will be used for genetic modification outside of gene sequencing for taxonomic purposes, please list and describe these activities and attach your EPA application. Label this attachment B.5.2.

NA



Attach proposal and label Attachment B.5.1

Section B (continued) | Activities

- 6.2. **Species/material being sent overseas** If any collected species/materials or its DNA will be sent overseas, please state where it is proposed to send and store the samples.

Facility address

NA

! Find information on making your EPA application [here](#).

7. Authorisation term

Authorisations will be granted for a limited term. Please specify the start and end dates that you want your proposed authorisation to cover and explain why this term is sought. e.g. '10 years' or 'July 2015 – March 2015'

Term: Ten years

Reason: Maximum period before this requires public notification.

! If you apply for more than 10 years, processing may take longer as longer term impacts need to be assessed and there may be additional legal requirements.

8. Management of effects

Please list all actual and potential adverse (or positive) effects of the proposed activity at the site including effects on the target species, other indigenous species, ecosystems at the site, historic or archaeological sites, and any effects on any visitors or their access to the site. Where adverse effects are identified please state what methods will be used to manage those effects.

! See Authorisations and Special Conditions [for your information](#).

Effect

Management method

Thinning of Draco on road reserve lower Coronet Peak recreation reserve.

Maximum 10% harvested in any area in any year.

Reintroduction of Draco mix into the Alpine slopes (red)

Overplanting of areas and between small tussock. Draco is a coloniser but less resistant to poison, earthmoving etc.

Reintroduce native seed into areas affected by farming and ski field activities over the last

Annually select areas to reintroduce the dominant native species.

100 years.

Released under the Official Information Act

Section C | Applicant skills and experience

Please provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous authorisations, membership of professional organisations and relevant qualifications and experience). List full names of all individuals who will be involved in the activity.

! Please attach details and label as Attachment C.

All individuals involved in activity

Full Names

Nigel Kerr.

Delegated staff from Coronet Peak ski areas.

Has the applicant or any company directors, trustees, partners, or anyone involved with the application been convicted of any offence?

☐ Yes

☒ No

If yes please provide details:

Does the Applicant or any of the company directors, trustees, partners, or anyone involved with the Application have any current criminal charges pending before the court?

☐ Yes

☒ No

If yes please provide details:

Section D | Consultation

Many applications require consultation with Tāngata whenua (local Māori), and other interested parties. Please attach proof and details of all consultation, including with hapū or iwi, to this application and label as attachment D.

Please attach any additional written expert views, advice or opinions you have obtained concerning your proposal to support the application and label them attachment D.

! If you are unsure of any consultation requirements for your proposal, please see the [iwi consultation section](#) or contact your [local DOC Partnerships office](#) to discuss what is required.

Section E | Fees

Please note

This section only applies to applications with a commercial focus – which will include applications from registered companies. The Department does not charge fees for non-commercial Wildlife Act authorisations.

Processing fees

Section 60B of the Conservation Act contains the statutory provisions regarding processing fees.

The Department recovers all direct and indirect costs to process an application from applicants regardless of whether the application is approved or declined. If at any stage an application is withdrawn, the Department will invoice the applicant for the costs incurred by the Department up to that point.

Standard application fee

The estimated standard application fee is **\$400 +GST**.

This covers most applications. However if your application is likely to have significant effects, is novel, or spans multiple DOC regions, it will require more careful consideration and may take up to 6 weeks to process and cost approximately **\$800 +GST**.

Particularly complex applications may incur further costs – you will be sent an estimate of costs in this situation. We will contact you to advise if the fee is more than the estimated standard cost. Applicants are also entitled to request an estimate of costs at any point, but the Department may impose a charge for preparing such an estimate. Estimates are not binding.

Paying fees

The Department will ordinarily invoice the applicant for processing fees after a decision has been made on the application, but in some cases interim invoices will be issued.

Please select your method of payment below.

- ☐ I have attached a cheque
- ☐ I have direct credited the DOC account

Please use the Applicant name and permissions number (which the permissions team will give to you) as the references.

Department of Conservation
Westpac Bank
Account number: 03 0049 0002808 00

☒ I do not intend to pay the fees at the time of applying and/or I require an invoice for payment

☒ I have a purchase order/number from an organisation registered with DOC

CP DOC seed,

! If you are making an application for non-commercial activity, [proceed to declaration](#).

! Applicants are required to pay the processing fees within 28 days of receiving an invoice. The Director-General is entitled to recover any unpaid fees as a debt.

! If you are applying from outside New Zealand we can process a credit card payment – please [contact us](#) to request this procedure.

Section E (continued) | Fees

Fee waivers and reductions

The Director-General has discretion to reduce or waive processing fees. You may apply for a fee waiver or reduction if you can provide information to the permissions team about how your application meets at least one of the following criteria.

- The activity will make a direct contribution to management
- The activity will support or contribute to the Department's priority outcomes – stated in the Department's 2013 – 2017 Statement of Intent
- There will be other non-commercial public benefits from the activities covered by the authorisation (if approved)
- Activity covered by the authorisation (other than research, collection or educational activities) will make a contribution to the management of, or the public interest in, the lands that are covered by the authorisation

! View the Department's 2013 – 2017 Statement of Intent [here](#) for the priority outcomes.

The Department may obtain further information either from the applicant or from any other relevant source in order to process the application. The applicant will be advised of any information obtained from other sources. The cost of obtaining such information will be charged to and recovered from the applicant. The applicant will be informed as soon as practicable from receipt of the application if further information is required before this application form can be fully processed by the Department.

Terms and conditions: Account with the Department of Conservation

Have you held an account with the Department before?

☒ Yes

☐ No

If yes, under what name?

NZSki, Coronet Peak

Terms and conditions: Account with the Department of Conservation

1. I/We agree that the Department of Conservation can provide my details to the Department's Credit Checking Agency to enable it to conduct a full credit check.
2. I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective.
3. I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice.
4. I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date.
5. I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account.
6. I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions of the credit account are not met.
7. I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees.

Section E (continued) | Fees

Reduction in fees for exceeding processing timeframe

If the Department fails to meet its own processing timeframes the estimate of fees will be reduced at a rate of 1% per day late, up to a maximum of 50% of the total processing fee. The reduction will not apply if the Applicant's actions have delayed the process.

Additional Fees

You may also be required to pay additional fees. These may include:

- Annual management fee to cover administration time; and/or
- Monitoring fee to cover the cost of monitoring the effects of your activity.

! Please [contact the Permissions team](#) to discuss whether these fees apply.

Section G | Declaration

I certify that the information provided on this application form and all attached additional forms and information is to the best of my knowledge true and correct.

Signature (applicant)

9(2)(a)

Date (dd/mm/yyyy)

28/04/2022

! An Authorisation may be varied or revoked if the information given in this application contains inaccuracies.

This application is made pursuant to Section/s 41(1)(g), 53; 54; 55; and/or 56 of the Wildlife Act 1953 [and (where applicable) Section/s 22; 49; 50; 51; 57; and/or 59 of the Reserves Act 1977; and/or Section/s 5; 13; 14(3) of the National Parks Act 1980; and/or 38 of the Conservation Act].

Applicants should familiarise themselves with the relevant provisions of the Wildlife Act 1953, the Conservation Act 1987, the Reserves Act 1977 and the National Parks Act 1980 relating to authorisations.

The purpose of collecting this information is to enable the Department to process your application. The Department will not use this information for any reason not related to that purpose.

Applicants should be aware that provisions of the Official Information Act may require that some or all information in this application be publicly released.

For Departmental use

Credit check undertaken?

☐ Yes

☐ No

Comments

Signed

Name

Approved

Name

! Approval is to be by a Tier 4 Manager or above.



Released under the Official Information Act



Concession Document (Guiding Permit)

Concession Number: 94735-GUI

THIS CONCESSION is made this 2nd day of July 2021

PARTIES:

Minister of Conservation (the Grantor)

NZSki Limited (the Concessionaire)



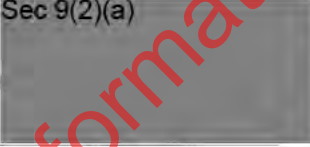
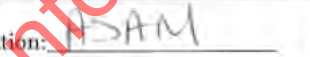
BACKGROUND

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers the public conservation land described in Schedule 1 as the Land.
- E. The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the land may be the subject of Treaty of Waitangi claims.
- H. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

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

Concession Number: 94735-GUI

<p></p> <p>SIGNED on behalf of the Minister of Conservation by Aaron Fleming, Director Operations, Southern South Island, acting under delegated authority</p> <p>in the presence of:</p> <p>Witness Signature: </p> <p>Witness Name: Rebecca Picard</p> <p>Witness Occupation: Business Support</p> <p>Witness Address: 1 Ballantyne Road, Wanaka 9305</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.</p>	<p>SIGNED by NZSki Limited by Paul Anderson, Chief Executive Officer, having authority to enter into contracts</p> <p>Sec 9(2)(a)</p> <p>in the presence of:</p> <p>Sec 9(2)(a)</p> <p>Witness Signature: </p> <p>Witness Name: </p> <p>Witness Occupation: NSAM</p> <p>Witness Address: 9(2)(a)</p>
---	--

Released under the Official Information Act

SCHEDULE 1

1.	Land (Schedule 3)	<p>The area of land outlined in purple on the map in Schedule 4 and which forms part of the recreation reserve known as the Coronet Peak Recreation Reserve (F41123), but excluding any areas of leased land</p> <p>Legal Description: Part Section 17 Block XVI and Section 31 Block XVII and Lot 1 DP300051 Shotover Survey District as contained in record of title OT15C/305</p> <p>Area: Approximately 279.3501 hectares</p> <p>Map Reference: NaPALIS ID: 2804705</p>
2.	Concession Activity (clause 2)	<p>Subject to Schedules 2 and 3, provide guided walking/hiking, guided mountain-biking, guided sightseeing, guided photography and guided picnicking services:</p> <p>(i) within the area outlined in purple on the map in Schedule 4, and</p> <p>(ii) in accordance with the guiding numbers and frequency in clauses 1 and 2 of Schedule 3.</p>
3.	Term (clause 3)	10 years commencing on 1 July 2021
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	30 June 2031
6.	Concession Fee (clause 4)	<p>Annual Activity Fees:</p> <p>Fees are based on the amount of time guiding takes place on Public Conservation Land during a calendar day (the 24-hour period from 12:00am to 11.59pm):</p> <ul style="list-style-type: none"> \$10.00 plus GST per adult guided for a period of more than 4 hours but no more than a calendar day. \$5.00 plus GST per adult guided for a period of more than 1 hour but no more than 4 hours during a calendar day. \$1.00 plus GST per adult guided for a period of one hour or less during a calendar day. <p>For any client charged by the Concessionaire at a reduced rate as a 'child', the activity fee is to be half the adult client concession activity fee.</p> <p>Annual Management Fee: \$400.00 per annum plus GST</p> <p>Annual Environmental Monitoring Fee: Not required (as at commencement)</p>

7.	Activity Returns Dates (clause 6.1)	Annually, for the period ending 30 November in each year with activity returns due by 15 December in each year for the duration of this Concession.
8.	Concession Fee Payment Date(s) (clause 4)	As specified on the invoice issued by the Grantor
9.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
10.	Concession Review Date(s) (clause 5; clause 22 of Schedule 3)	1 July 2024, 1 July 2027, 1 July 2030
11.	Health and Safety (clause 12)	Audited Safety Plan: Required
12.	Concessionaire Identification (clause 23)	The Concessionaire and any person acting under the authority of the Concessionaire must carry and display a Concession Identification card when carrying out the Concession Activity, unless attired in appropriate Concessionaire's uniform with logo visible.
13.	Insurance (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
14.	Addresses for Notices (clause 21)	The Grantor's address for notices: Physical Address: Department of Conservation Level 1, John Wickliffe House 265 Prince Street Ōtepoti /Dunedin 9016 New Zealand Postal Address: PO Box 5244 Dunedin 9054 New Zealand Phone: 027 561 4316 Email: permissionsdunedin@doc.govt.nz

		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical Address: NZSki Limited Queenstown Snow Centre Ground Level, The Station Building 9 Duke Street Queenstown 9300 New Zealand</p> <p>Postal Address: PO Box 359 Queenstown 9348 New Zealand</p> <p>Phone: 0800 697 547 Email: info@nzski.com</p>
15.	Special Conditions (clause 25)	See Schedule 3
16.	Processing Fee (clause 4)	Processing Fee included with Concession Number 74167-SKI (Item 20 of Schedule 1)

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR GUIDING PERMITS

1. Interpretation
 - 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
 - 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
2. What is being authorised?
 - 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
 - 2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.
3. How long is the Concession for - the Term?
 - 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
 - 3.2 If there is a right of renewal then the Grantor **at the Concessionaire's cost** must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:
 - (a) gives the Grantor at least three **month's written** notice before the end of the Term, which notice is to be irrevocable, **of the Concessionaire's** intention to renew this Concession; and
 - (b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.
 - 3.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.
4. What are the fees and when are they to be paid?
 - 4.1 The Concessionaire must pay the Processing Fee (Item 16 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.

- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.
5. When can the fees be reviewed?
 - 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.
 - 5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.
 - 5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to **bear that party's** own costs and half the costs of the umpire (if any).
6. What about Activity return forms?
 - 6.1 The Concessionaire must complete a Client Activity Return form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 7 of Schedule 1. The Grantor may request further or different activity related information to better monitor and determine any effects of the Concession Activity on the Land.
7. When can the Concession be assigned?
 - 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the **Concessionaire's interest under this** Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
 - 7.2 **The Grantor may in the Grantor's discretion decline any application** for consent under clause 7.1.
 - 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, **in the Grantor's discretion, decides otherwise.**
 - 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.

- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.
8. What are the obligations to protect the environment?
 - 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
 - 8.2 The Concessionaire must ensure that it adheres to the international **"Leave No Trace" Principles** at all times (www.leavenotrace.org.nz).
 - 8.3 The Concessionaire must not bury:
 - (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
9. When can structures be erected?
 - 9.1 For purposes of this **Concession**, **"Structures"** means chattels and fixtures of any description.
 - 9.2 The Concessionaire must not place any Structures on the Land without the prior written consent of the Grantor.
 - 9.3 The Concessionaire must keep all Structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.
10. What if the Concessionaire wishes to surrender the Concession?
 - 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
11. What are the liabilities and who insures?
 - 11.1 The Concessionaire agrees **to use the Land at the Concessionaire's own risk** and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
 - 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may **become liable arising from the Concessionaire's** performance of the Concession Activity.

- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 11.4 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's **expense** must take out and keep current policies for insurance and for the amounts not less than the sums stated in Item 13 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working **day's notice** to the Concessionaire alter the amounts of insurance required under clause 11.4. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 11.6 The Concessionaire must, provide to the Grantor within 5 working days of the Grantor so requesting :
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies
12. What about Health and Safety?
- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 Before commencing the Concession Activity the Concessionaire must, where the Concessionaire has Qualmark or Outdoorsmark certification, provide the Grantor with a copy of that certification.
- 12.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 12.4 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe New Zealand will **satisfy the Grantor's** requirement under clause 12.3(b).
- 12.5 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the

Concessionaire must provide the copy within 10 working days of receiving the request.

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

12.7 The Concessionaire must:

- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
- (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
- (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
- (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 11;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

13. What are the compliance obligations of the Concessionaire?

13.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the **"Legislation"**) **affecting or relating to the Land or**

affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

(c) with all notices and requisitions of any competent authority affecting or relating to the land or affecting or relating to the conduct of the Concession Activity; and

(d) with all Department signs and notices placed on or affecting the Land

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1 (a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. When can the Concession be suspended?

14.1 **If, in the Grantor's opinion**, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

14.2 **If, in the Grantor's opinion**, the activities of the Concessionaire is having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.

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

14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.

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

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

14.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 14 including loss of profits.

15. When can the Concession be terminated?

15.1 If:

(a) the Concessionaire breaches any of the conditions of this Concession; or

(b) the whole or any part of the Land is required for the Grantor's use

the Grantor may terminate this Concession at any time in respect of the whole or any part of the Land. Before so terminating the Grantor must give the Concessionaire either

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

(b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the **Grantor's sole discretion, may adjust the** Concession Fee payable or refund any Concession Fee paid in advance.

16. What are the **Grantor's** Rights to remedy defaults?

16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.

17. What happens on termination or expiry of the Concession?

17.1 Upon the expiry or earlier termination of this Concession, either as in whole or in part, the Concessionaire is not entitled to compensation for any Structure or other improvement erected or carried out by the Concessionaire. The Concessionaire must within such time as the Grantor determines, remove all such Structures or other improvements making good at the Concessionaire's expense any damage caused by such removal and leaving the Land in a clean and tidy condition.

18. **When is the Grantor's consent** required?

18.1 Where the **Grantor's consent** or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

19. Are there limitations on public access and closure?

19.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

20. How will disputes be resolved?

- 20.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 20.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 20.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 20.4 The arbitrator must include in the arbitration award reasons for the determination.
- 20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.
21. How are notices sent and when are they received?
- 21.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 14 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of fax, on the date of dispatch;
 - (c) in the case of post, on the 3rd working day after posting;
 - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 21.2 **If either party's** details stated out in Item 14 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.
22. What about the payment of costs?
- 22.1 The Concessionaire **must pay the Grantor's** legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 22.2 The Concessionaire must pay in full immediately and on demand all costs and **fees (including solicitor's costs** and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce **the Grantor's** rights and powers under this Concession. This includes the right to recover outstanding money owed to the Grantor.

23. What about Identification cards and the Grantor's Approved Label?
 - 23.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
 - 23.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
 - 23.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
 - 23.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
 - 23.5 The right under this clause 23.4 does not affect the obligation in this clause 23 to carry and display a Concession Identification card.
24. When can the conditions of the Concession be varied?
 - 24.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary, add or delete any condition of this Concession to make the Concession more effective in addressing adverse effects resulting from the Concession Activity.
 - 24.2 Nothing in clause 24.1 otherwise affects **the Grantor's** rights to vary the Concession under section 17ZC of the Conservation Act 1987.
25. Are there any Special Conditions?
 - 25.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.
26. The Law
 - 26.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

Guiding numbers and frequency

1. The Concessionaire may undertake the following types of guiding upon the Land:
 - (a) Guided mountain-biking on the following mountain bike trails only:
 - (i) Rude Rock;
 - (ii) Coro Town (also known as Slip Saddle);
 - (iii) Downhill Track (also known as Coronet Downhill, DH trail or, Fall Line);
 - (iv) Cross Country Track (also known as Coronet Cross Country, XC trail or, Rocky Gully);
 - (v) Championship CC Track (also known as Meadows);
 - (b) Guided picnicking;
 - (c) Guided sightseeing;
 - (d) Guided walking/hiking; and
 - (e) Guided photography.
2. Irrespective of which category or categories of guiding the Concessionaire undertakes (clause 1 in this Schedule 3) the following limits will apply:
 - (a) The maximum party size for each group, including the guide or guides, is 15 persons;
 - (b) The minimum number of guides per group is 1;
 - (c) There can be no more than 2 groups per day;
 - (d) At least 1 guide must remain with the group throughout the guiding activity;
 - (e) Motorised vehicles (including drones and helicopters), save for the ski-lifts, must not be used to support the guiding activities except in emergencies however, motorised vehicles, excluding drones or helicopters, may be used to deliver clients to the existing carparks located on the Land; and
 - (f) The months of the year and hours of operation are restricted to 1 December to 30 April and between the hours of 8:00am until 6:30pm on up to 4 or more days per week and between 8:00am and 9:00pm on up to 3 days per week. Variations to those dates and hours requires the prior written approval of the Grantor.
 - (g) Activities which are not genuinely ancillary to the guiding are not permitted unless they are explicitly authorised by the Grantor under a separate concession.
 - (h) Caches of equipment must not be placed on the Land unless express permission has been given in advance by the Grantor.
 - (i) Where food and beverages are to be supplied to the clients the cooking/serving equipment, food or beverages must not be carried by the guides or their client unless the Grantor has given express permission to deliver those items independently of the group.

In respect to Ngāi Tahu

3. The Concessionaire is requested to consult the relevant Papatipu **Rūnanga** if it wishes **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 interpretative material produced by the Department of Conservation in respect **to Ngāi Tahu cultural information**, the Concessionaire is requested to notify the relevant Papatipu **Rūnanga**, as a matter of courtesy.
4. The Concessionaire must, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to Concessionaires, which **includes Ngāi Tahu values associated with Tōpuni** areas.
5. The Concessionaire must ensure its employees are requested to recognise and **provide for Ngāi Tahu values** in the conduct of their activities.

Interpretation Materials and Cultural Values

6. If the Concessionaire intends to undertake any written interpretation materials (**panels, brochures etc**) that **include Māori/iwi values of the area**, then the Concessionaire is requested **to contact the Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu** (as set out below):

Office of Te **Rūnanga o Ngāi Tahu**
 PO Box 13 046
 Christchurch 8141
 Phone: 0800 524 8248
 email: info@ngaitahu.iwi.nz

Use of toilets

7. During the Concession Activities in Item 2 of Schedule 1 the Concessionaire must make available toilet facilities located in any of the Concessionaire's buildings on the Land.

Animals

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

Recordings of bird songs

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

Didymo / Freshwater Pests

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

Monitoring and compliance

11. If the Grantor determines that it is reasonable to monitor compliance with the conditions of this Concession or the effects of Concession Activity the Concessionaire shall meet the reasonable costs of any monitoring programme that is implemented. Where the monitoring programme involves assessing other concessionaires who use the same locations then the Grantor may apportion the costs among the relevant concessionaires. These costs will be set in accordance with the **Department's** standard charge-out rates for staff time and the mileage rates for associated vehicle use.
12. Further to clause 13.1(c) of Schedule 2, the Concessionaire may, from time-to-time, be required by the Grantor to provide documentary evidence of compliance with the conditions of this Concession. Such requests will be made in writing. Where a request is received the Concessionaire must provide the requested documentation to the Grantor within thirty (30) days of the date of receiving any such written notice or any such alternative period agreed to by the Grantor and the Concessionaire.

Climate Change Considerations

13. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
14. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the **Grantor's request**.
15. The Concessionaire will, at its expense and in consultation with the Grantor, procure a carbon emission assessment (the Carbon Emission Assessment) relating to greenhouse gas emissions associated with the Concession Activity within 1 year of the commencement of this Concession.
16. The Carbon Emissions Assessment must, as a minimum:
 - (a) be prepared by a qualified consultant with relevant skills and experience and whose credentials have first been provided to the Grantor and approved by the Grantor;
 - (b) clearly identify the sources of greenhouse gas emissions associated with the Concession Activity and quantify the amounts from each source;
 - (c) recommend a comprehensive set of remedial actions to reduce greenhouse gas emissions associated with the Concession Activity; and
 - (d) quantify the anticipated greenhouse gas reductions associated with each remedial action and the timeframes over which those reductions would be experienced.

17. The Concessionaire will provide a copy of the Carbon Emission Assessment to the Grantor within 1 week of the final version being received by the Concessionaire. The Concessionaire will also provide annual updates on the Concessionaire's performance against the recommendations in the report and actions taken. These annual updates do not need to be performed by a qualified expert and are intended to provide interim data between the 3-yearly Carbon Emission Assessments required under clause 18.
18. Further to clause 15, the Concessionaire will, at its expense, procure follow-up Carbon Emission Assessments within 3 years of the commencement date of this Concession (and every 3 years thereafter). Those subsequent Carbon Emission Assessments will conform with the requirements of clause 16 as well as report on the extent to which the Concessionaire has implemented the recommendations contained in previous assessments.
19. The Grantor may review and amend the conditions of this Concession (Revised Conditions) to:
 - (a) reflect climate change-related legislation and Government or Departmental policy; and/or
 - (b) give effect to the recommendations contained in the Carbon Emission Assessments; and/or
 - (c) measure, manage and set targets for reducing greenhouse gas emissions associated with the Concession Activity which align with Government and/or Departmental policy.
20. Before amending the conditions of this Concession in accordance with clause 19, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
21. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 20 or any later date specified in the Revised Conditions.

Amendment to Clause 5 of Schedule 2 (When can the fees be reviewed?)

22. Clause 5 of Schedule 2 is deleted and replaced with clauses 5.1 – 5.4 below:

5.1 *The Grantor will review the Concession Fee in the following manner:*

- (a) *The Grantor must commence the review not earlier than 3 months before a relevant Concession Fee Review Date specified in Item 10 of Schedule 1 by giving notice to the Concessionaire.*
- (b) *Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.*
- (c) *If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the*

new Concession Fee is to be determined in accordance with clause 5.2.

- (d) *If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.*
- (e) *Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.*
- (f) *Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.*

5.2 *Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days (the discussion period) the new Concession Fee is to be determined by registered valuers acting as experts (and not as arbitrators) as follows:*

- (a) *Each party must, within 14 days of the end of the discussion period, appoint a valuer and give notice of the appointment to the other party immediately.*
- (b) *If a party does not appoint a valuer within the 14-day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.*
- (c) *Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.*
- (d) *The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.*
- (e) *Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.*
- (f) *The valuers or the umpire must have regard to any such representations but are not bound by them.*
- (g) *The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties. Each party is to bear its own*

costs (which includes the costs of its appointed valuer) and half the costs of the umpire (if any).

5.3 *If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and*

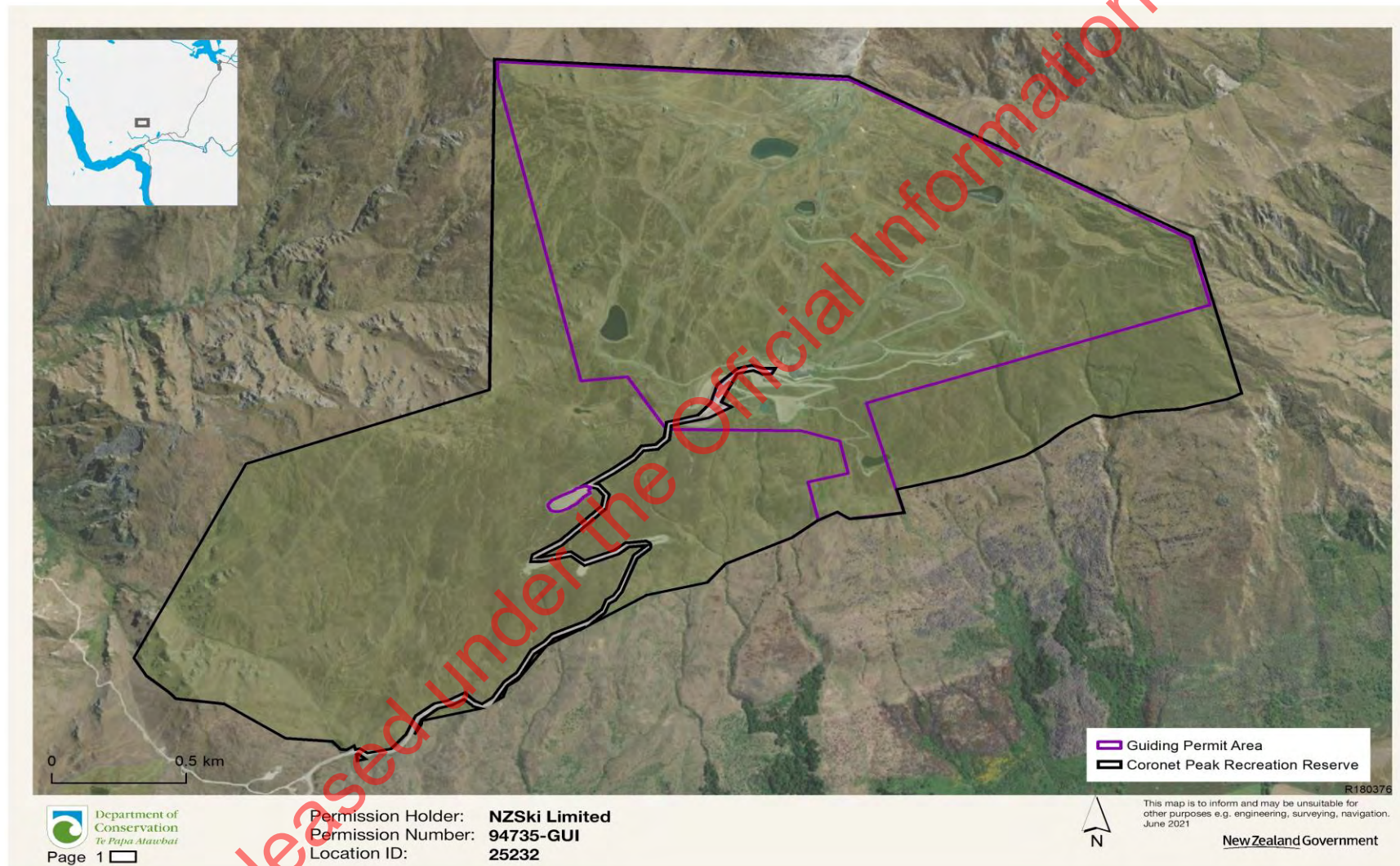
(a) *the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and*

(b) *each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.*

5.4 *When reviewing the Concession Fee the Grantor may adopt a different rent setting formula in order to achieve market value for the Concession Activity and the Grantor is not confined to altering the charge per client in accordance with Item 6 of Schedule 1.*

Released under the Official Information Act

SCHEDULE 4



Paul, to sign.



Department of Conservation
Te Papa Atawhai

Concession Document (Event Permit)

Concession Number: 91305-SSE

THIS CONCESSION is made this 22nd day of December 2020

PARTIES:

Minister of Conservation (the Grantor)



NZSKI Limited (the Concessionaire)

BACKGROUND

- A. The Department of Conservation ("Department") *Te Papa Atawhai* is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers the public conservation land described in Schedule 1 as the Land.
- E. The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the land may be the subject of Treaty of Waitangi claims.
- H. The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

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

<p></p> <p>SIGNED on behalf of the Minister of Conservation by Geoff Owen, Operations Manager, Wakatipu District acting under delegated authority</p> <p>in the presence of:</p> <p></p> <p>Witness Signature</p> <p><u>Lara Pollard</u></p> <p>Witness Name</p> <p><u>Permissions Advisor</u></p> <p>Witness Occupation</p> <p><u>10 Sewell St, Hokitika 7810</u></p> <p>Witness Address</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<p>Sec 9(2)(a)</p> <p>SIGNED for NZSKI Limited by:</p> <p><u>Nigel Kerr.</u></p> <p>PRINT Director Name</p> <p>AND</p> <p>Sec 9(2)(a)</p> <p>SIGNED for NZSKI Limited by:</p> <p><u>Rau Anderson</u></p> <p>PRINT Director Name</p>
--	--

SCHEDULE 1

1.	Land (Schedule 3)	As listed in Schedule 3 (clause 1)
2.	Concession Activity (clause 2)	Multiple sporting/social events over the summer period (defined as 1 November to 31 May inclusive) at Coronet Peak Ski Area, 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 (clause 3)	10 years commencing on 1 January 2021
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	31 December 2030
6.	Concession Fee (clause 4)	<p>Annual Activity Fees:</p> <p>9(2)(i) [REDACTED]</p> <p>Annual Management Fee:</p> <p>\$400 + GST per annum</p> <p>Monitoring Fee:</p> <p>Following monitoring, standard Department charge-out rates for staff time and mileage required for monitoring the effects of the Concession Activity and compliance with concession conditions will be invoiced.</p>
7.	Activity Returns Dates (clause 6.1)	One month after the summer season closes, 30 June each and every year the concession is in force
8.	Concession Fee Payment Date(s) (clause 4)	<p>Annual Activity and Management Fees</p> <p>On receipt of Invoice</p> <p>Monitoring Fee</p> <p>On receipt of Invoice</p>
9.	Penalty Interest Rate (clause 4)	<p>Double the current Official Cash Rate (OCR).</p> <p>See Reserve Bank of New Zealand website</p>
10.	Concession Review Date(s) (clause 5)	1 January 2024 and 1 January 2027

11.	Health and Safety (clause 12)	Audited Safety Plan: Required Auditors certificate of approval to be provided to Grantor
12.	Concessionaire Identification (clause 23)	Required
13.	Insurance (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00 Subject to review on each Concession Fee Review Date
14.	Addresses for Notices (clause 21)	The Grantor's address is: <u>Physical Address:</u> Hokitika Permissions Team Department of Conservation 10 Sewell Street Hokitika 7810 <u>Postal Address:</u> Private Bag 701 Hokitika 7842 Phone: (03) 756 9100 Email: permissionshokitika@doc.govt.nz
		The Concessionaire's address in New Zealand is: 94 Main Street Methven 7745 New Zealand Phone: Sec 9(2)(a) Email: Sec 9(2)(a)
15.	Special Conditions (clause 25)	See Schedule 3
16.	Processing Fee (clause 4)	\$2429.90 + GST

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR GUIDING PERMITS

1. Interpretation

1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

2. What is being authorised?

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

2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

3.2 If there is a right of renewal then the Grantor at the Concessionaire's cost provided the Concessionaire:

(a) **gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's intention to renew this Concession; and**

(b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.

3.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.

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

4.1 The Concessionaire must pay the Processing Fee (Item 16 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the **Grantor's** written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.

- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.
5. When can the fees be reviewed?
 - 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.
 - 5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.
 - 5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to bear **that party's** own costs and half the costs of the umpire (if any).
6. What about Activity return forms?
 - 6.1 The Concessionaire must complete a Client Activity Return form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 7 of Schedule 1. The Grantor may request further or different activity related information to better monitor and determine any effects of the Concession Activity on the Land.
7. When can the Concession be assigned?
 - 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the **Concessionaire's** interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
 - 7.2 The Grantor may in the **Grantor's discretion** decline any application for consent under clause 7.1.
 - 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, **in the Grantor's discretion**, decides otherwise.
 - 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.

- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.
8. What are the obligations to protect the environment?
 - 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
 - 8.2 The Concessionaire must ensure that it adheres to the international **“Leave No Trace” Principles at all times** (www.leavenotrace.org.nz).
 - 8.3 The Concessionaire must not bury:
 - (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.
9. When can structures be erected?
 - 9.1 For purposes of this Concession, **“Structures” means chattels of any description.**
 - 9.2 The Concessionaire must not place any Structures on the Land without the prior written consent of the Grantor.
 - 9.3 The Concessionaire must keep all Structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.
10. What if the Concessionaire wishes to surrender the Concession?
 - 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
11. What are the liabilities and who insures?
 - 11.1 The Concessionaire agrees to use the Land at the **Concessionaire’s own** risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
 - 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from **the Concessionaire’s** performance of the Concession Activity.

- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 11.4 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire **at the Concessionaire's expense must take out** and keep current policies for insurance and for the amounts not less than the sums stated in Item 13 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working **day's notice to the Concessionaire** alter the amounts of insurance required under clause 11.4. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 11.6 The Concessionaire must, provide to the Grantor within 5 working days of the Grantor so requesting :
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies
12. What about Health and Safety?
- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 Before commencing the Concession Activity the Concessionaire must, where the Concessionaire has Qualmark or Outdoorsmark certification, provide the Grantor with a copy of that certification.
- 12.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 12.4 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe **New Zealand will satisfy the Grantor's requirement under clause 12.3(b).**
- 12.5 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the

Concessionaire must provide the copy within 10 working days of receiving the request.

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

12.7 The Concessionaire must:

- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
- (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
- (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
- (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 11;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

13. What are the compliance obligations of the Concessionaire?

13.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment **(collectively the "Legislation")** affecting or relating to the Land or affecting or relating to the

Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

(c) with all notices and requisitions of any competent authority affecting or relating to the land or affecting or relating to the conduct of the Concession Activity; and

(d) with all Department signs and notices placed on or affecting the Land

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1 (a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. When can the Concession be suspended?

14.1 **If, in the Grantor's opinion**, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

14.2 If, in the Grantor's opinion, the activities of the Concessionaire is having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect **to the Grantor's satisfaction**.

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

14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.

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

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

14.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 14 including loss of profits.

15. When can the Concession be terminated?
 - 15.1 If:
 - (a) the Concessionaire breaches any of the conditions of this Concession;
or
 - (b) the whole or any part of the Land is required **for the Grantor's use**
the Grantor may terminate this Concession at any time in respect of the whole or any part of the Land. Before so terminating the Grantor must give the Concessionaire either
 - (a) one calendar month's notice in writing; or
 - (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary**of the Grantor's intention so to terminate this** Concession. If this Concession is terminated **then the Grantor, at the Grantor's sole discretion, may adjust the** Concession Fee payable or refund any Concession Fee paid in advance.
16. What are the **Grantor's Right**s to remedy defaults?
 - 16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.
17. What happens on termination or expiry of the Concession?
 - 17.1 Upon the expiry or earlier termination of this Concession, either as in whole or in part, the Concessionaire is not entitled to compensation for any Structure or other improvement erected or carried out by the Concessionaire. The Concessionaire must within such time as the Grantor determines, remove all such Structures or other improvements making good at the Concessionaire's expense any damage caused by such removal and leaving the Land in a clean and tidy condition.
18. When is the Grantor's consent required?
 - 18.1 Where **the Grantor's consent or approval is expressly required under this** Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.
19. Are there limitations on public access and closure?
 - 19.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.
20. How will disputes be resolved?
 - 20.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute

resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

- 20.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 20.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 20.4 The arbitrator must include in the arbitration award reasons for the determination.
- 20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.
21. How are notices sent and when are they received?
- 21.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 14 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of fax, on the date of dispatch;
 - (c) in the case of post, on the 3rd working day after posting;
 - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 21.2 **If either party's details stated out** in Item 14 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.
22. What about the payment of costs?
- 22.1 The Concessionaire **must pay the Grantor's legal costs and expenses** of and incidental to preparing and signing this Concession or any extension or variation of it.
- 22.2 The Concessionaire must pay in full immediately and on demand all costs and fees (**including solicitor's** costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to **enforce the Grantor's rights and powers** under this Concession. This includes the right to recover outstanding money owed to the Grantor.

23. What about Identification cards and the Grantor's Approved Label?
 - 23.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
 - 23.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
 - 23.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
 - 23.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
 - 23.5 The right under this clause 23.4 does not affect the obligation in this clause 23 to carry and display a Concession Identification card.
24. When can the conditions of the Concession be varied?
 - 24.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
 - 24.2 Nothing in clause 24.1 otherwise affects the **Grantor's rights to vary the** Concession under section 17ZC of the Conservation Act 1987.
25. Are there any Special Conditions?
 - 25.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.
26. The Law
 - 26.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

Concession Activity and Locations – maximum numbers of people

1. Activities and locations approved are as follows:

Location	Activity	Type	Description	Duration and Frequency	Max Competitors	Max Officials	Structures
Coronet Peak Recreation Reserve	Mountain Biking	Downhill racing	Using a specified trail in single or multi lap time format	One to Four days Six races per year	450	40	Pop up tents and items associated with timing
	Mountain Biking	Enduro	Timed racing both up and down hill on specified trails	One day Two races per year	200	15	Pop up tents and items associated with timing
	Mountain Biking	XC	Loop racing on existing trails/roadway	One to Two days Two times per year	200	20	Pop up tents and items associated with timing
	Mountain Biking	Parallel	Short side by side timed racing on open ski trail	One day Two times per year	150	15	Pop up tents and items associated with timing
	Hiking	Rogaine	Orienteering race with scoring by accumulated points	One day Two times per year	120	5	Orienteering targets

	Running	Distance Running	Normally laps but could be point to point on formed roads/trails	One Three times per year	200	15	Pop up tents and refreshment station(s)
	Frisbee	Golf Tournament	Goal 'baskets' on ski runs. Tournament scored	Four Two times per year	120	10	Frisbee baskets over duration of permit
	Practise Jumps	Jumps and Aerials Air Bag	Aerial practise and awareness	One day	30	5	At base in a controlled zone
	Race	Box Car Racing	Homemade boxcar downhill racing	One day One time per year	30	30	Upper road section with controls in place and significant safety padding/controls
	Race	Longboard skateboard	On the road in a controlled section	One day One time per year	100	30	Upper road section with controls in place and significant safety padding/controls
	Theatre	Staging/ screens	An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which may be both public and private	Up to Four days Four times per year	500	15	Pop up tents, temporary staging and screen. Sound and lighting support

	Social	Market/ Festival/ Music	An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which may be both public and private	One to Two days Two times per year	1000	40	Pop up tents, temporary staging and screen. Sound and lighting support
		Music	One day music acts	Four days to allow for set up/pack down	5000	60	
		Outdoor Cinema	On the deck of base	Repeating occurrence 10 times per year	400	2	Screen and projector in evening on deck of main building
		Classic Car display	Classic vehicles on display though carparks over a lunch time before continuing on tour	One day One time per year	100	2	
		Conference/ Incentive/ Weddings	Private functions with varying set ups but all revolve around and in the base building	Regular - for one day each 20 times per year	500	2 plus	Number of staff depend of number of participants. All structures are contained to the deck area.

Activity Specific Special Conditions

Mountain Bike Event

2. The Concessionaire should ensure prior to any events taking place on tracks which are maintained by Queenstown Mountain Bike Club (QMTBC) the Concessionaire must consult with the Club and take into account any reasonable requests and concerns.
3. The Concessionaire should ensure any damage to tracks managed and maintained by QMTBC must be remediated to the satisfaction of the Wakatipu Operations Manager and QMTBC Club President.

Rogaine

4. The Concessionaire must ensure the rogaine events use formed trails where possible, and if heading off track must vary routes each year to avoid damage to vegetation or the formation of trails. All wetlands must be fenced off.
5. All wetlands must be fenced/taped off to avoid participants going off track and into the wetlands.

Frisbee Golf

6. The Concessionaire must ensure all frisbee golf structures are temporary in nature and the activity must take place on formed trails only.

Box car and Longboard Skating

7. 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.
8. The Concessionaire must ensure that none of its vehicles or vehicles of its clients are taken off formed roads.

Classic Car Shows / Music / Markets / Festivals / Outdoor Cinema / Weddings / Conferences

9. This Concession does not confer any right of access over any private land or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Concessionaire. In granting this Concession the Grantor does not warrant that such access can be obtained.
10. Prior to the Concession Activity commencing the Concessionaire must brief all competitors/ attendees, officials and support crew to ensure:
 - a. They are aware of the requirements of this concession.
 - b. They are aware of the importance of remaining on formed trails to protect the values present in the reserve.

Filming

11. The Concessionaire may have film crews and photographers to film the event for promotional purposes only.

12. This concession does not cover commercial filming and a separate concession or variation would be required for commercial filming to take place.
13. The Concessionaire is required to be aware of and adhere to guidelines for filming developed by Te Runanga O Ngai Tahu and the Screen Production and Directors Association.
14. The Concessionaire is requested not to portray any Ngai Tahu spiritual, cultural, historical, or traditional association in the film without first consulting Te Rūnanga o Ngai Tahu and the relevant Papatipu Rūnanga.
15. Where there is any portrayal of Ngai Tahu spiritual, cultural, historical or traditional association a DVD copy of the final, relevant film footage pertaining to the filming of the Ngai Tahu values shall be sent by the Concessionaire to Ngai Tahu Communications Ltd, PO Box 13-469 Christchurch.
16. Te Runanga o Ngai Tahu understands that the copyright is held with the film producers but Te Runanga o Ngai Tahu may negotiate with the film producer to use the material for non-commercial purposes and if so, would request a copy.
17. Where filming has been undertaken on public conservation land within the Ngai Tahu takiwa especially in an area known to be of cultural significance to Ngai Tahu, the Concessionaire is requested to provide an acknowledgement in the film credits.

Remotely Piloted Aircraft Systems

Interpretation

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

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

General Special Conditions

21. All activities must be consistent with any requirements of the lead concession 35128/74167-SKI held by the Skifield operator and should be included in any overall assessments required.

Hours of Operation

22. For all events, any part of the event which is outside of the main base building must be concluded by 10pm.

Pre-event Briefing

23. The Concessionaire must brief all competitors, crews and officials of the requirement of this Concession and advise them to be considerate of others using the land.
24. The Concessionaire must ensure wildlife is not disturbed, by keeping a minimum 10 metre distance between wildlife and all persons associated with the event.

Post-event

25. The Concessionaire must ensure all rubbish is removed and the Land is left in the same or better condition in which it was found to the satisfaction of the Grantor.
26. The Concessionaire must report any damage to the Land or other infrastructure, caused as a result of the event to the Grantor as soon as possible. All associated costs for repair works undertaken by the Grantor will be payable by the Concessionaire
27. The Concessionaire is responsible for any significant damage to the land and other facilities attributable to the events and must meet the costs of restoring the land to its former condition in the event of any significant damage occurring. *The 'Protocol for the Rehabilitation of Natural Alpine Environments Following Ski Area Development' should be followed for any remediation works required.*

Structures

28. Any structures associated with the events can only be erected on modified terrain where native vegetation is not present and must be temporary in nature.

Notification of the Events

29. The Concessionaire must ensure any affected concessionaires who operate in the area are notified at least 2 weeks in advance of an event occurring. An updated list can be obtained from the Whakatipu-wai-Māori District Office.
30. Signage must be placed at points of entry to the Land notifying the public at least two weeks prior to each event.

Use of toilets

31. The Concessionaire must ensure that the toilet facilities are available within the base building.

DOC staff

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

Use of tracks

33. 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.

Race markings and routes

34. The Concessionaire must ensure the event courses are marked and marshalled so that competitors do not deviate from the set course.
35. The Concessionaire must ensure that no paint or permanent marking is permitted.
36. All course markers must be removed immediately after the event.

Monitoring

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

Public Access

38. Further to Clause 19 in the standard permit condition, the Concessionaire must be advised that this Concession does not grant any exclusive right to use the Land on the day of the event. Public access to and through the Land (except for limited ticketed areas) must not be hindered.

Wāhi Tapu

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

In respect to Ngāi Tahu

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

42. 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

43. 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.
44. The Concessionaire must provide detailed information of any historical, cultural or natural science interpretation provided by the Concessionaire to its clients in the course of the Concession Activity, to the Grantor within thirty days of the date of any such written request by the Grantor.
45. 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.

Vehicle use

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

Vehicle parking

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

Animals

48. The Concessionaire may allow dogs onto the reserve provided that they are under control and to educate reserve users to clean up after their pet.

Weeds

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

Recordings of bird songs

50. The Concessionaire must not and must ensure that its clients do not play recordings of bird songs on the Land to entice birds.

Didymo / Freshwater Pests

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

Myrtle Rust

52. The Concessionaire must ensure that if they or a client believes they have seen the symptoms of myrtle rust, they are not to touch the plant. They must:
 - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - b. If possible, take clear photographs, including the whole plant, the whole infected leaf and a close-up of the spores/affected area of the plant.
 - c. Do not touch to try to collect samples and this may increase the spread of the disease.
 - d. Advise the Grantor as soon as possible.

Review of Concession Activity

In this clause:

"Client Activity Return Form" means the Form required in clause 6.1 of Schedule 2.

"High Season" means the consecutive three-month period when the highest use of the Conservation Activity occurs.

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

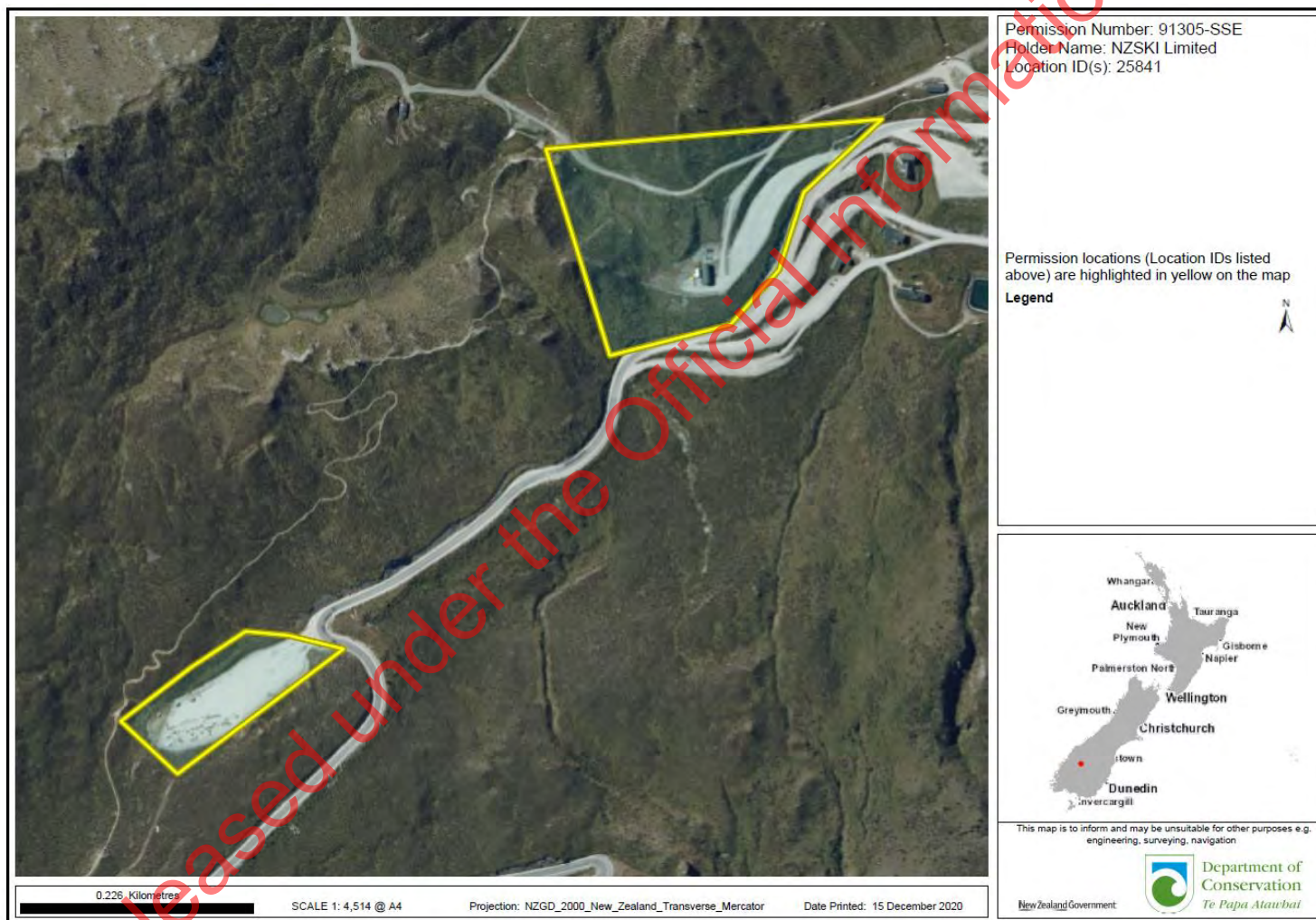
53. On each Concession Fee Review Date the Grantor may review the **Concessionaire's** Client Activity Return Forms to determine the actual use of the Concession Activity, including **the actual numbers of the Concessionaire's** clients undertaking the Concession Activity in the twelve month period immediately preceding the Concession Fee Review Date.

54. If the **Grantor's review** of the Client Activity Return Forms shows that:
 - a. the Concessionaire is not conducting the Concession Activity in all or any of the locations specified in clause 1 of Schedule 3; and/or
 - b. on average the Concessionaire has utilised less than 70% of the Permitted Limit over the High Season for that twelve-month period,
 the Grantor may:
 - c. exclude any such location from the Concession Activity; and/or

- d. reduce or eliminate significant under-utilisation over the life of the Concession.
55. Such a review must:
- a. examine the Concessionaire's **Activity Returns for the** preceding three years, or for such other period as the Grantor considers appropriate, to ascertain trends and in relation to the Permitted Limit component identify the amount of the Permitted Limit that has not been utilised over the High Season/s; and
 - b. offer the Concessionaire an opportunity to present any business plans demonstrating any expected use of such location or an explanation as to why the Concession Activity has not been conducted at the location, and/or
 - c. invite the Concessionaire to offer an explanation as to why the level of use has, on average, been below 70% of the Permitted Limit over the High Season/s; and to demonstrate that it has the capacity and the intention to increase utilisation. Capacity may be demonstrated by the existence of the equipment and infrastructure necessary to utilise the Permitted Limit. Intention may be demonstrated through business plans showing anticipated levels of operation up to the Permitted Limit.
56. Following this review the Grantor is to:
- a. determine if any location is to be excluded from the Concession; and/or
 - b. determine if a reduction of the Permitted Limit is appropriate and the amount of that reduction; and
 - c. advise the Concessionaire of the date the exclusion and/or the reduced Permitted Limit becomes effective.
57. If any location is so excluded and or the Permitted Limit is so reduced the Grantor is not to be liable for any subsequent loss sustained by the Concessionaire (including loss of profits) even if that loss is wholly or partly a result of such exclusion and/or such a reduction in the Permitted Limit.
58. **The Grantor may exercise the Grantor's right to exclude a location and/or to reduce the Permitted Limit notwithstanding any prior waiver or failure to undertake action by the Grantor or any indulgence granted by the Grantor for any matter or default.**

SCHEDULE 4

Plan or map



Concession Document
Variation of Concession Document

Concession Number: 91305-SSE

This Deed of Variation of a concession document is made this 5th day of November 2021

PARTIES:

Minister of Conservation (the Grantor)

NZSKI Limited (the Concessionaire)

BACKGROUND

- A. By a concession 91305-SSE dated 22 December 2020 (the Concession) the Grantor granted a Permit to the Concessionaire upon the terms and conditions expressed and implied in the Concession document.
- B. The parties have agreed to vary the Concession.

NOW BY THIS DEED the parties agree as follows:

1. Variation

As from the date of this Deed, the Concession is varied as follows:

- a. Item 2 of Schedule 1 is deleted and replaced with Item 2 of Schedule 1 below:

2.	Concession Activity (clause 2)	Those sporting and/or social events at Coronet Peak Recreation Reserve, listed in Schedule 3 (condition 1) together with rights of vehicular access to, from and within the identified car parks located within the Reserve in order to service and support the approved sporting and social events.
----	-----------------------------------	--

- b. Clause 2 of Schedule 3 is deleted and replaced with the table at Appendix One labelled Concession Activity and Locations.
- c. To Schedule 3, add Special Conditions in Appendix Two of this Variation.
- d. Add, as Schedule 4 of the Concession, Maps 1 – 14 contained in Appendix Three.

2. Confirmation of other Concession Covenants

- (a) Except to the extent to which they are varied by this Deed the covenants, terms and conditions expressed and implied in the Concession continue to apply.

3. Costs

- (a) The Concessionaire will pay the costs of and incidental to the preparation and completion of this Deed.



SIGNED on behalf of the Minister of Conservation by David Butt, Operations Manager, Whakatipu-wai-Maori/Queenstown District acting under delegated authority

in the presence of:



Witness Signature

Lara Pollard

Witness Name

Permissions Advisor

Witness Occupation

10 Sewell Street, Hokitika 7810

Witness Address

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

Sec 9(2)(a)

SIGNED for NZSKI Limited by:

Nigel Kerr, Ski Area Manager, Coronet Peak

AND

Sec 9(2)(a)

SIGNED for NZSKI Limited by:

Paul Anderson, Director, NZ Ski Ltd

Appendix One – Clause 2 Schedule 3

1. The following Concessions Activities (including locations) are approved subject to the following:

Location	Activity	Type of Event	Description	Duration and Frequency of Event	Max Participants per Event	Max Officials /Support Crew	Structures
Coronet Peak Recreation Reserve Access to the start of the Mountain Biking Events at Coronet Express Chairlift is via the chairlift except for the month of November where access is by foot as the chairlifts are not	Mountain Biking	Downhill racing	Using a specified trail in single or multi lap time format Start at the top of the Coronet Express Chairlift and finish at the Base Building following the track as shown on Map 1	One to Four days for each race 12 races between 1 November to 31 May	450	40	Pop up tents and items associated with timing
	Mountain Biking	Enduro	Timed racing both up and down hill on specified trails Start at the top of the Coronet Express Chairlift and finish at the Base Building following the track as shown on Map 2	One day 4 races between 1 November to 31 May	200	15	Pop up tents and items associated with timing
	Mountain Biking	XC	Loop racing on existing trails/roadway Start at the top of the Coronet Express Chairlift and finish at the	One to Two days for each race 4 races between 1 November to	200	20	Pop up tents and items associated with timing

operational in November			Base Building following the track as shown on Map 3	31 May			
	Mountain Biking	Parallel	Short side by side timed racing on open ski trail Use of either the Big Easy Ski run, Magic Carpet Ski run or Lower M1 Ski run as shown on Map 4	One day 4 races between 1 November to 31 May	150	15	Pop up tents and items associated with timing
	Hiking	Rogaine	Orienteering race with scoring by accumulated points in the area as shown on Map 5	One day 2 events between 1 November to 31 May	120	5	Orienteering targets
	Running	Distance Running	Normally laps but could be point to point on formed roads/trails as shown on Map 6	One day 6 races between 1 November to 31 May	200	15	Pop up tents and refreshment station(s)
	Frisbee	Frisbee Golf Tournament	Goal 'baskets' on ski runs. The track is shown on Map 7	Four days 6 tournaments between 1 November to 31 May	120	10	Frisbee baskets over duration of permit
	Practise Jumps on skis / boards	Air Bags	Aerial practise and awareness. Locations of airbags shown on Map 8	Annual	30	5	At base and near the Pump House near Sugar's Run in a controlled zone

	Race	<p>Box Car Racing</p> <p>Race is on the Coronet Peak Road which is not public conservation land, however carparks 3 & 7 are on public conservation land.</p>	<p>Homemade boxcar downhill racing.</p> <p>* Carparks 3 & 7 may be used for parking and competitors' briefing as shown on Map 9</p>	<p>One day</p> <p>One race between 1 November to 31 May</p>	30	30	Upper road section with controls in place and significant safety padding / controls
	Race	<p>Longboard / skateboard Racing</p> <p>Race is on the Coronet Peak Road which is not public conservation land, however carparks 3 & 7 are on public conservation land.</p>	<p>* Carparks 3 & 7 may be used for parking and competitors' briefing as shown on Map 9</p>	<p>One day</p> <p>One race between 1 November to 31 May</p>	100	30	Upper road section with controls in place and significant safety padding / controls
	Theatre	<p>Staging / screens</p>	<p>An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which</p>	<p>Up to Four days</p> <p>4 Events between 1 November to 31 May</p>	500	15	Pop up tents, temporary staging and screen. Sound and lighting support

			may be both public and private as shown on Map 10				
	Social	Market / Festival	An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which may be both public and private as shown on Map 10	One to Two days 2 Events between 1 November to 31 May	1000	40	Pop up tents, temporary staging and screen. Sound and lighting support
		Music	One day music acts in the area as shown on Map 10	Four days to allow for set up/pack down One Music Act between 1 November to 31 May	5000	60	
		Outdoor Cinema	On the deck of base building as shown on Map 10	One day 10 times per year	400	2	Screen and projector in evening on deck of main building
		Classic Car display	Classic vehicles on display though car parks over a lunch time before continuing on tour as shown on Map 11	One day One display per year	100	2	Must be parked on approved car park areas
		Conference / Incentive /	Private functions with varying set ups but all	40 Private Functions	500	2 plus	Number of staff depend on number

		Weddings	revolve around and in the base building as shown on Map 10	available all year round Regular - for one day each			of participants. All structures are contained to the deck area.
		Fireworks Shows	Located at Volvo Jump as shown on Map 12	16 Fireworks Displays per year	One display per show	Up to 5	Trailer used as launch pad and snow as the platform for the trailer
		Colour Run	5km run with 5 coloured powder stations as shown on Map 13	One run per year	1000	30	Five x Pop-up Powder tents / refreshment stations
		Slip and Slide	Up to 150m long ground slide located on Learners Slope as shown on Map 14	Once a year for up to eight weeks between 1 November and 31 May	400	2	Slide is laid on the ground
		Slip and Slide (Luge)	Up to 150m long slide is suspended above the ground on Learners Slope as shown on Map 14	Once a year for up to 16 weeks	400	2	The slide is suspended above the ground

*Portions of the Coronet Peak Road are not located on land administered by the Department of Conservation and separate permission is required from the road's administering body.



Appendix Two – Schedule 3

Additional Special Conditions

Mountain Bike and Running Activities

1. The Concessionaire must rope off all wetlands near the approved routes to ensure bikers and runners do not go through any wetlands.
2. Any damage to tracks or near the tracks must be promptly remediated to the satisfaction of the Grantor by the Concessionaire.
3. The Concessionaire must ensure that the Mountain Bike tracks and running routes are inspected before and after each mountain bike and/or running event and the Concessionaire will promptly provide inspection reports to the Grantor for each event.

Slip and Slides

4. The Concessionaire must ensure the slip and slide (on the ground) is operational for not more than 8 weeks during the summer period.
5. The Concessionaire must ensure the slip and slide ("luge") is operational for not more than 16 weeks during the summer period.
6. The Concessionaire must ensure to provide the Department with an audited safety certificate for the slip and slide (luge) before becoming operational and allowing the public to use it.
7. The Concessionaire must ensure the slides are removed within two weeks of completion of the activity period.
8. The effects of the Slip and Slides on vegetation and its ability to recover require monitoring via photos taken from the same two vantage points:
 - i. before the activity
 - ii. the day the slide is removed and;
 - iii. every fortnight until the vegetation has fully recovered.
9. Copies of the photos must be provided to the Grantor within 1 week of each set being taken.

Fireworks Displays at Volvo Jump

10. In advance of each fireworks display the Concessionaire must forward a copy of the relevant Fire Permit from FENZ to the Grantor.
11. To mitigate any risk of adverse effects to ground flora the concessionaire must take action to remove any risk of fire.

- a. In winter when snow is available ensure the platform and ground surrounding the area is well covered. Fire Service trained staff will be on site through the display.
 - b. When there is no or insufficient snow on the ground the vegetation will be assessed by Fire Service staff. If dry flora is present the area around the site will be wetted down prior. In either case reactionary Fire Service trained staff (at least two of) will be on site with fire retardant foam and a supply of water through the display and at least an hour post.
12. All waste and debris must be removed from the fireworks display site immediately after each display.
 13. Further to Schedule 2 clause 14, the Operations Manager (Whakatipu-wai-Maori/Queenstown District) may suspend the displays at any time if in their sole opinion the weather conditions or other environmental circumstances, including fire risk, combined with the display may result in significant environmental damage.

Colour Run

14. The Concessionaire must ensure the colour run activity takes place in the summer period only to reduce any potential landscape effects.
15. No more than 500kg of colour powder is to be used.
16. Up to 100kg of coloured powder is to be stored at each coloured powder station.
17. The Concessionaire must ensure that the colour powder used is the exact same powder that was detailed in the application. Powder consists of approximately 98% cornflour, with small amounts of saleratus, sodium chloride, tri calcium phosphate, food grade dyes (1%)

— What are the colour powders made from?

Cornflour (~98%), with small amounts of Saleratus, Sodium Chloride, Tri Calcium phosphate and food grade dyes (1%).

The dyes are:

- Red: C.I. 16255 / E 124
- Green: C.I. 19140 / C.I. 42090 / E 102 / E 132
- Pink: C.I. 14720 / E 122
- Yellow: C.I. 19140 / E 102
- Orange: C.I. 19140 / E 102
- Blue: C.I. 42090 / E 133
- Purple: C.I. 42090 / E 133 E 124 / C.I. 16255

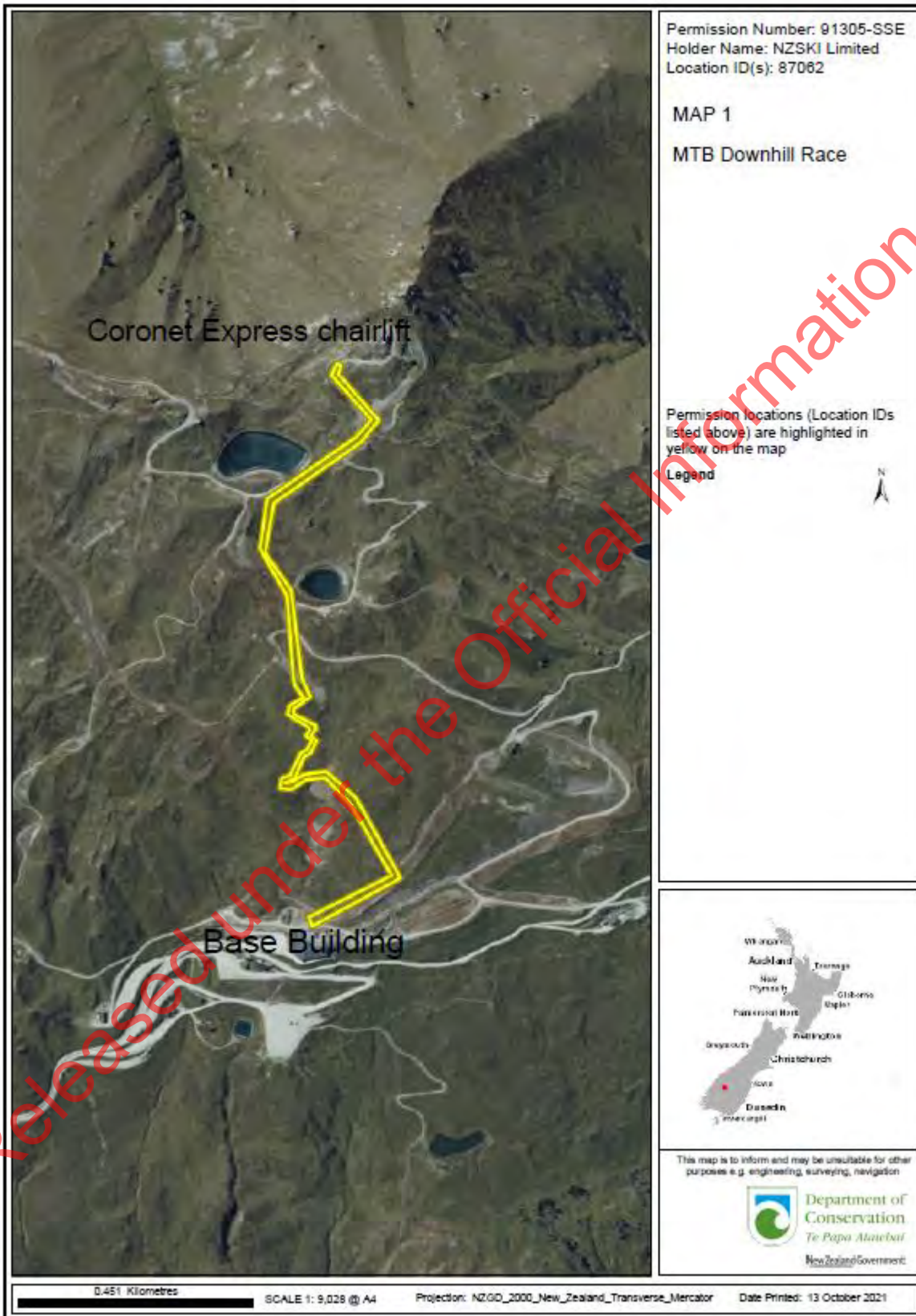
Released under the Official Information Act

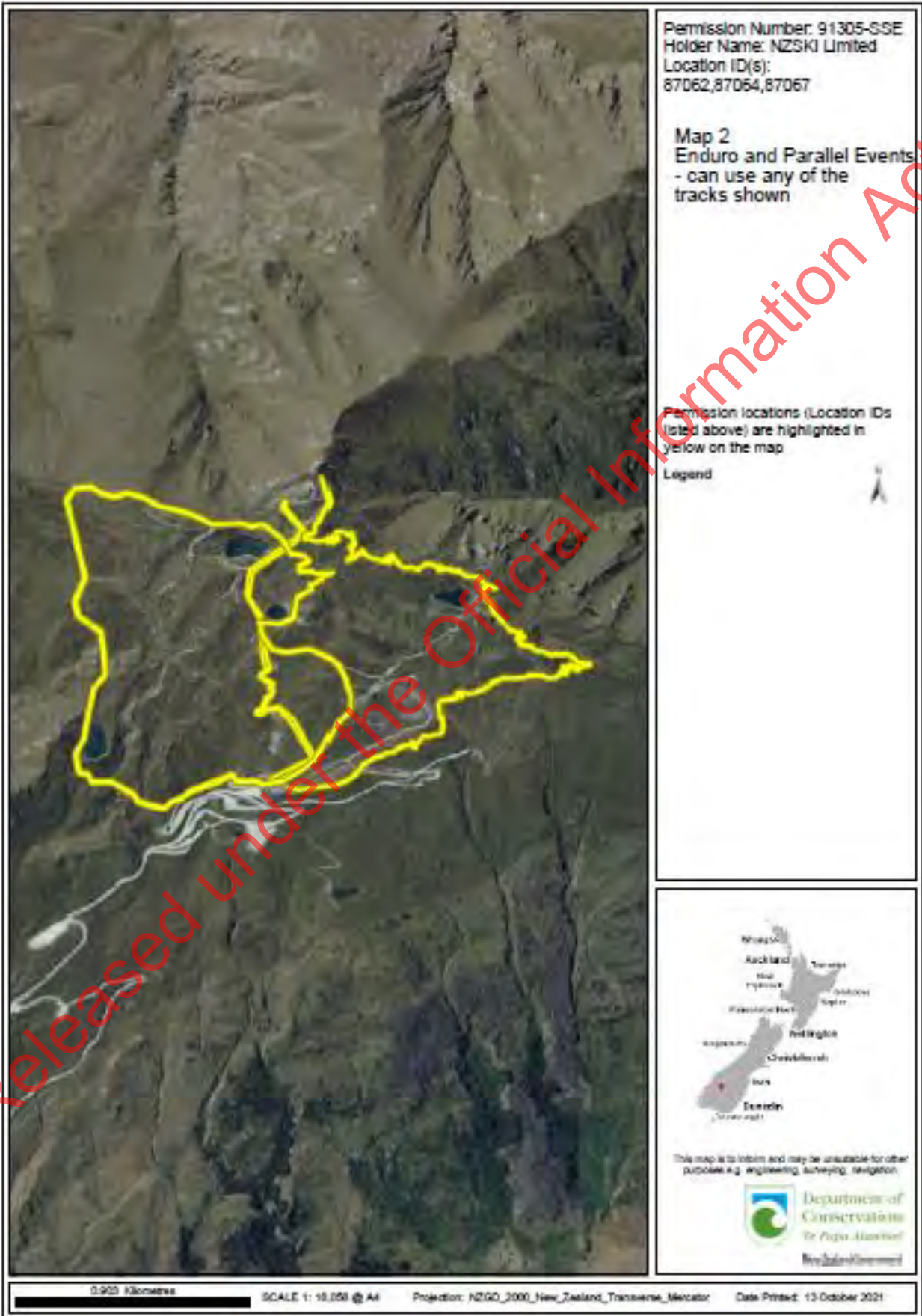
General

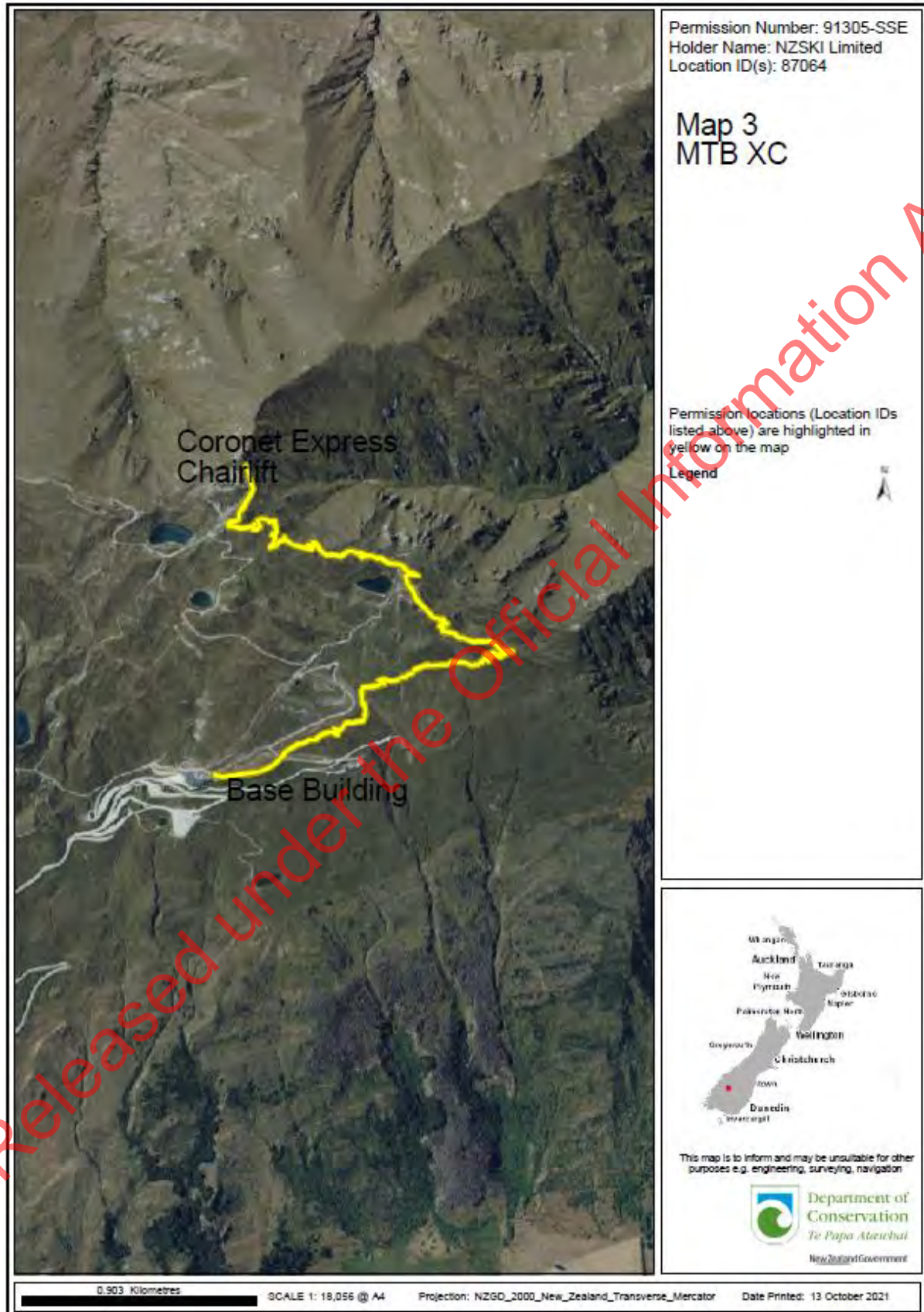
18. Except where there is a conflict between the terms and conditions of this Concession (as varied) the Concession Activities will be carried out in accordance with the information and designs provided in support of the Concession application and the application for the Variation.

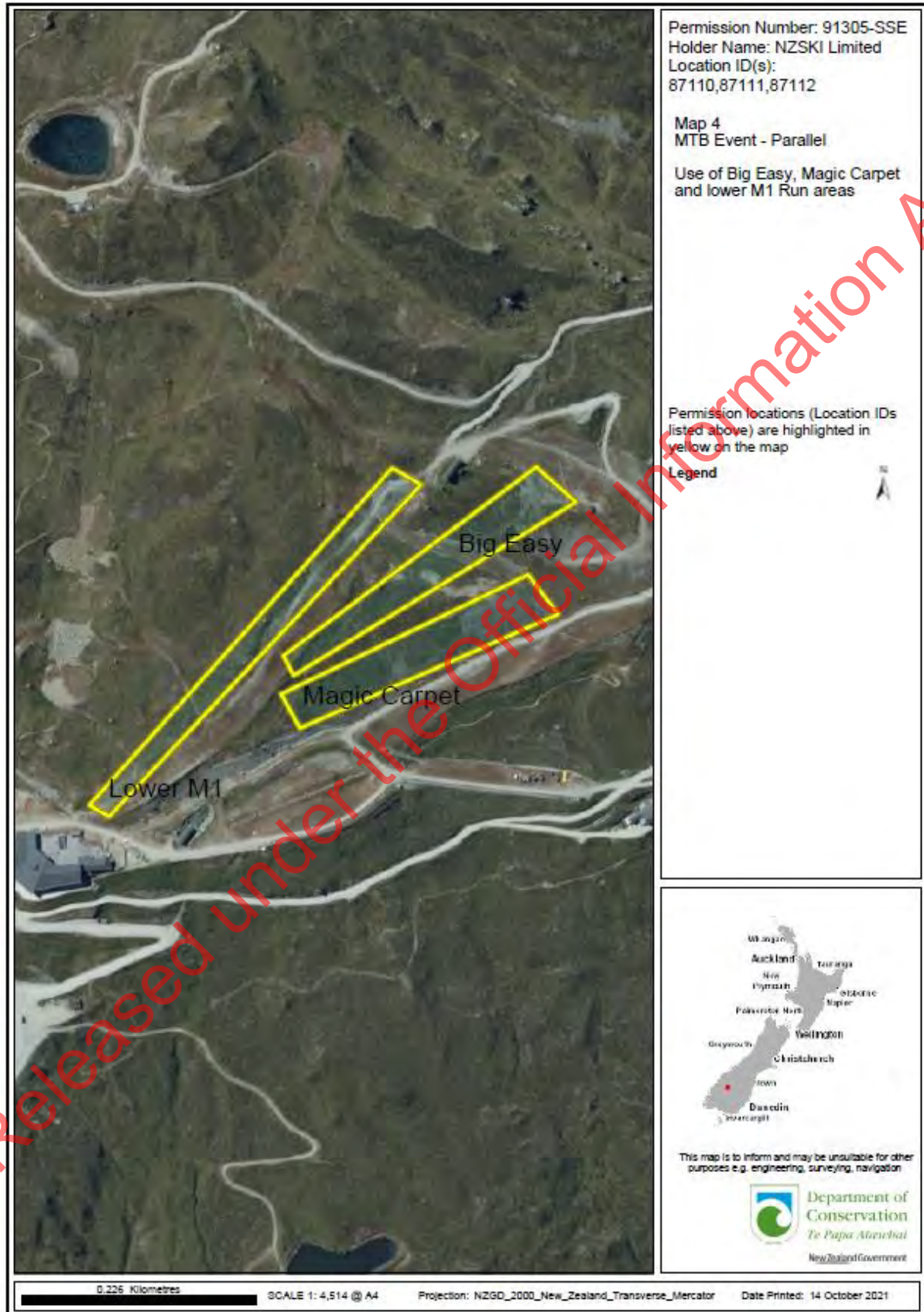
Released under the Official Information Act

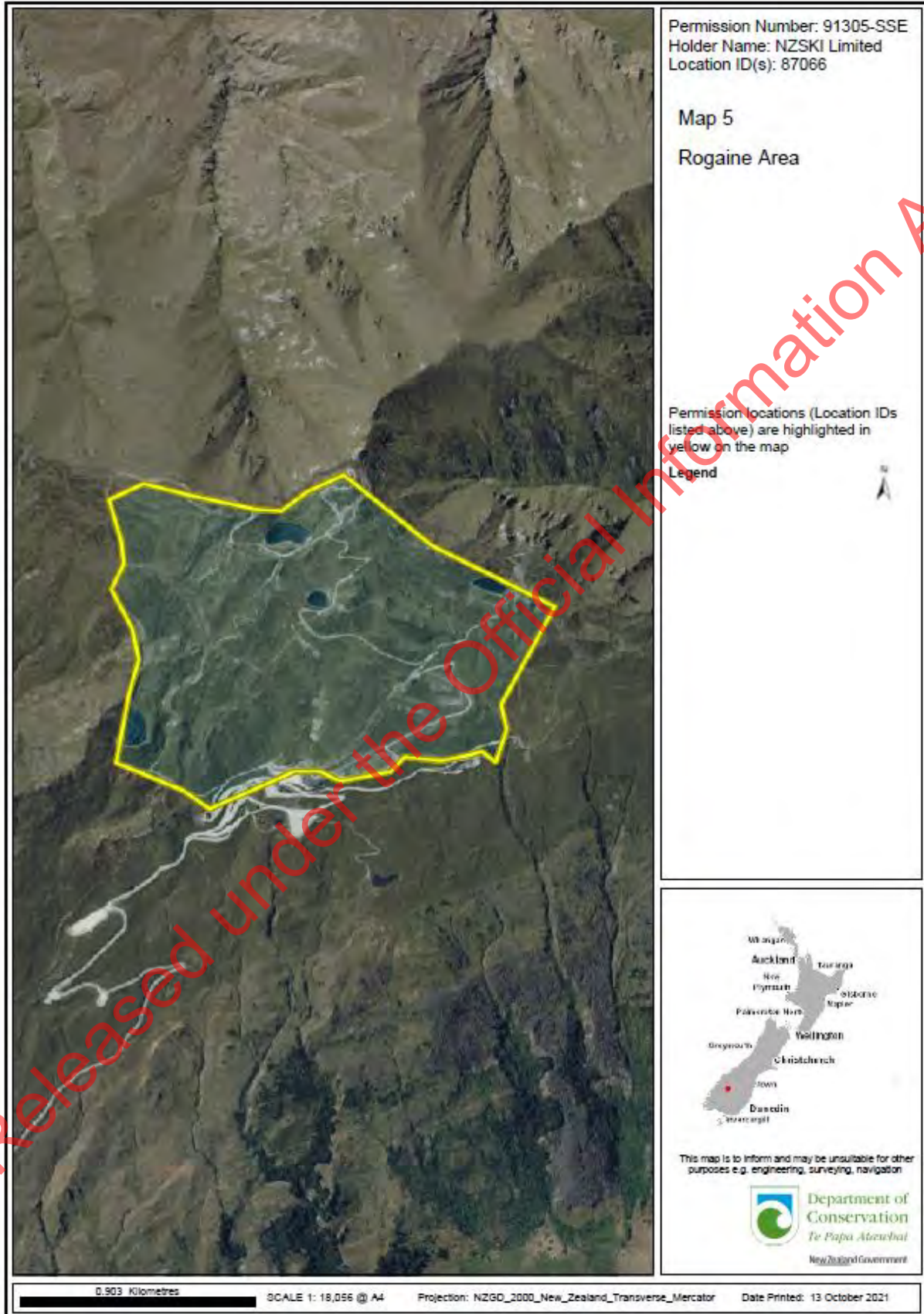
Appendix 3 - Schedule 4 – Maps (maps are indicative only)

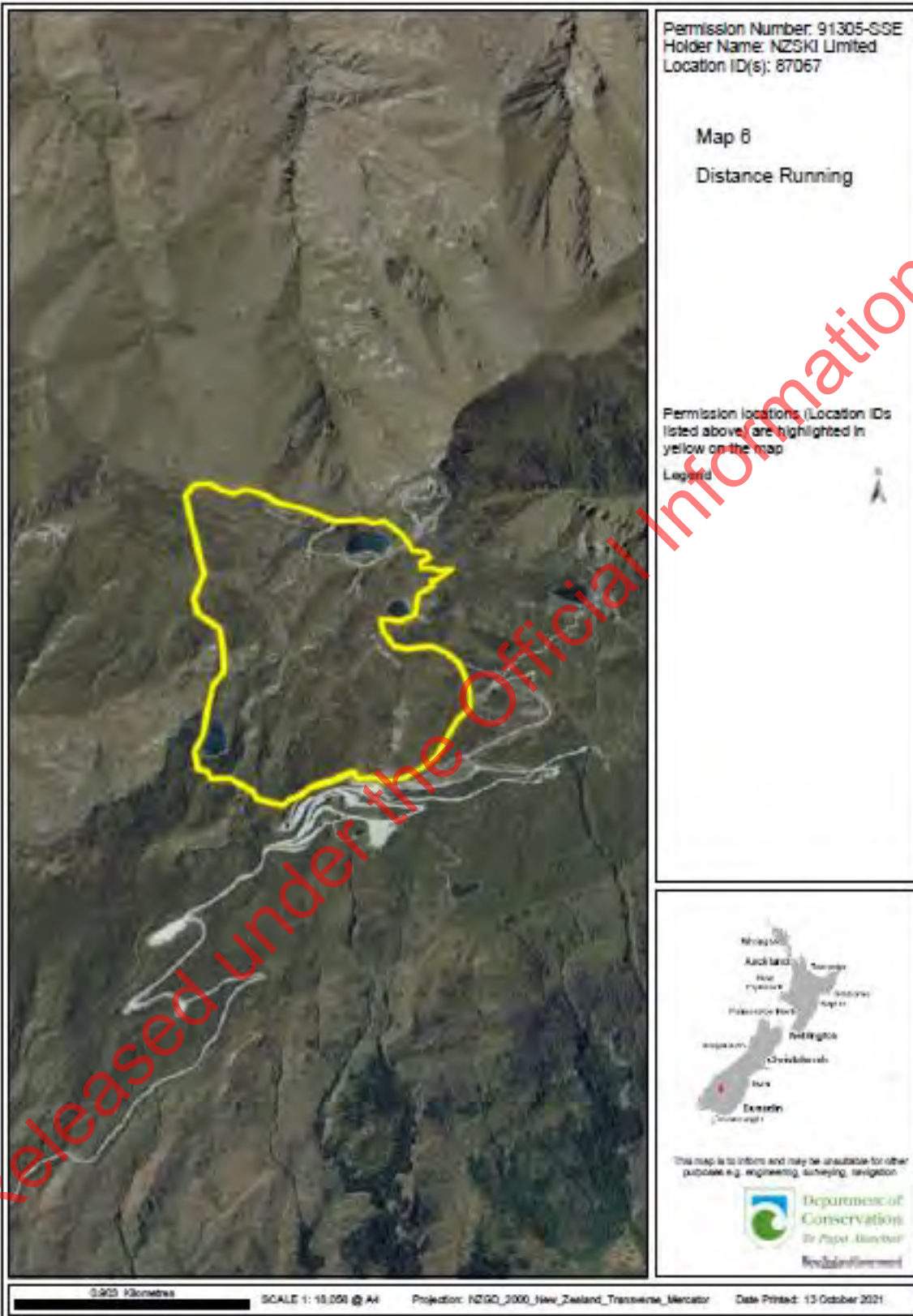


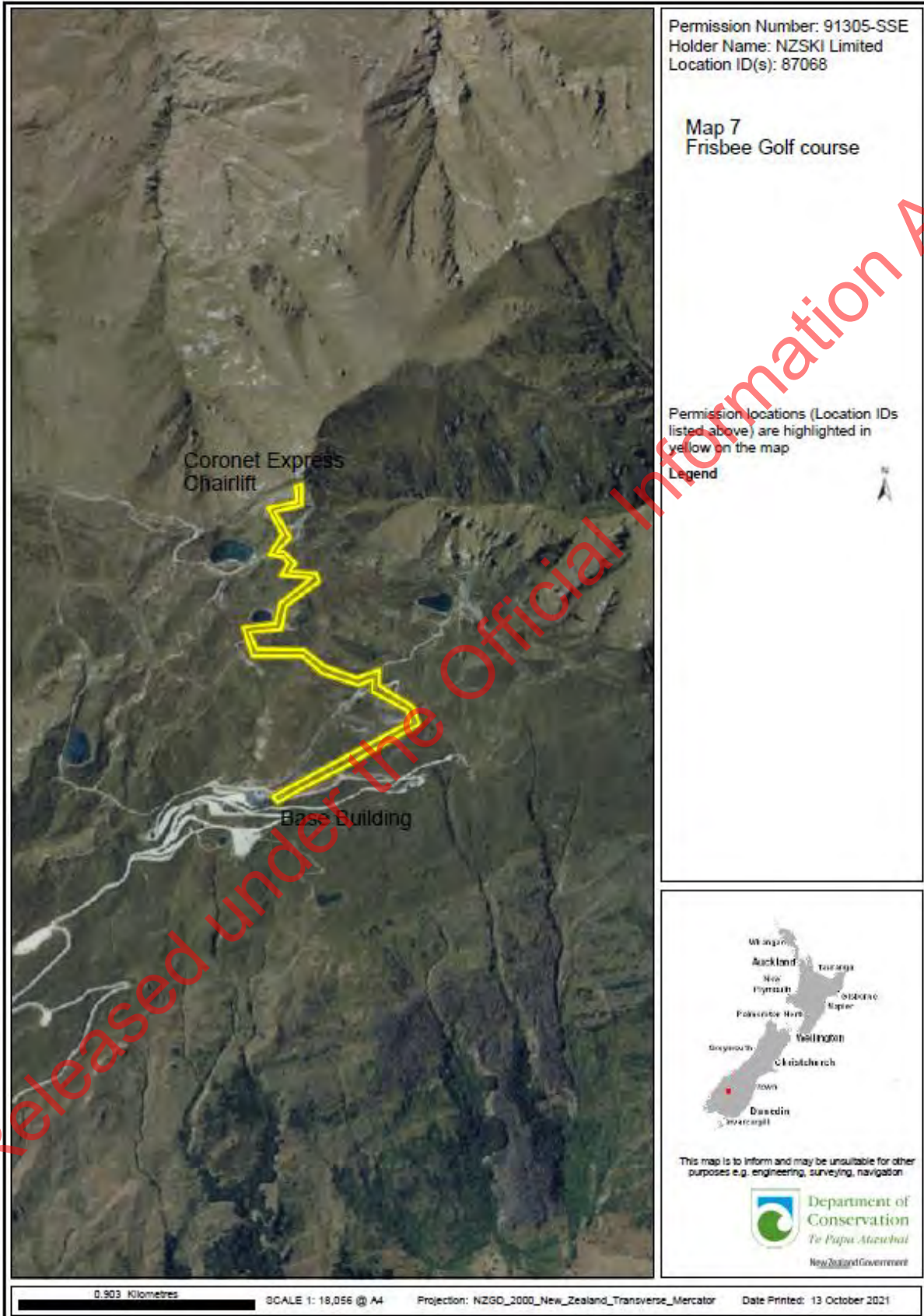


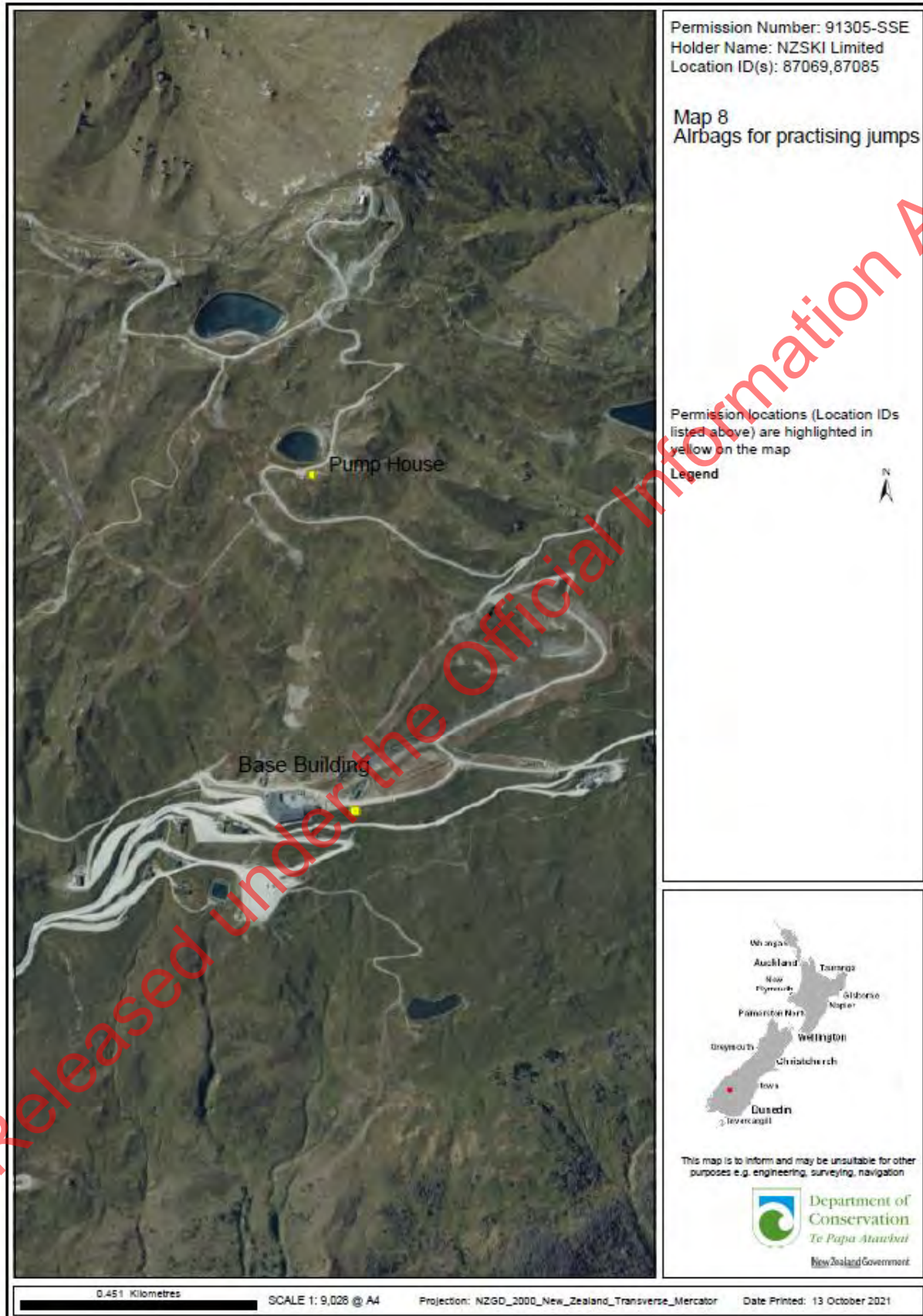


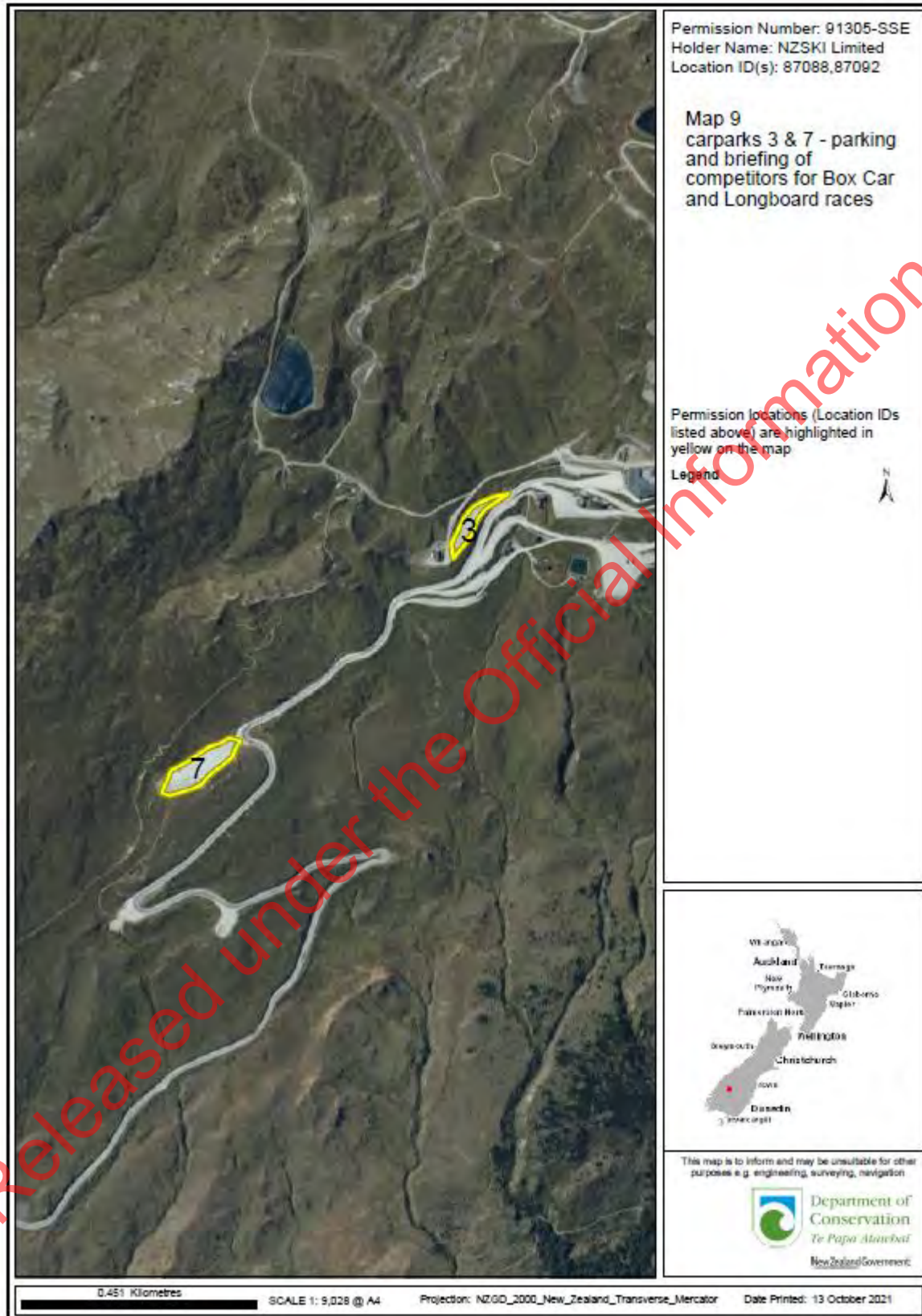




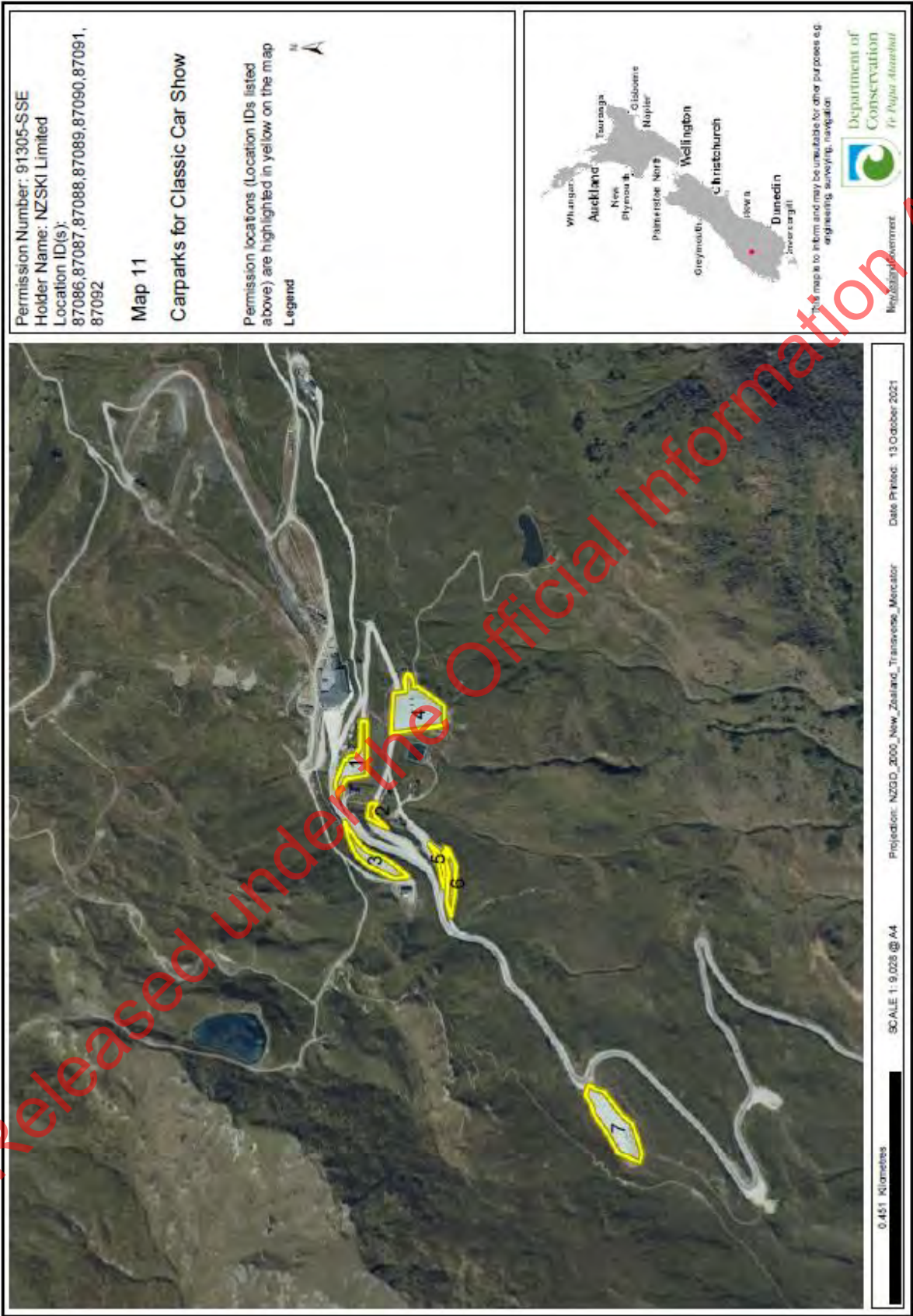


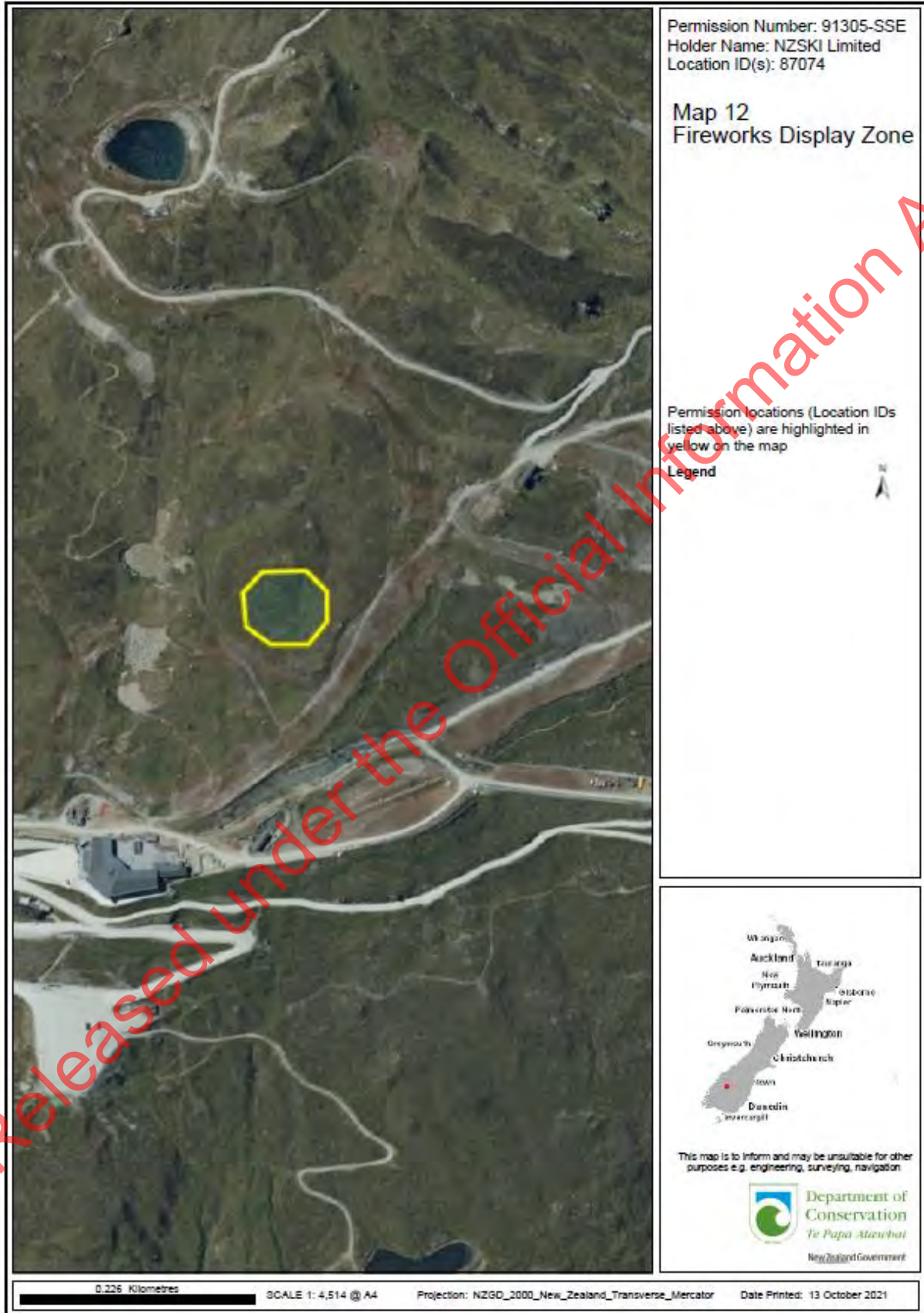


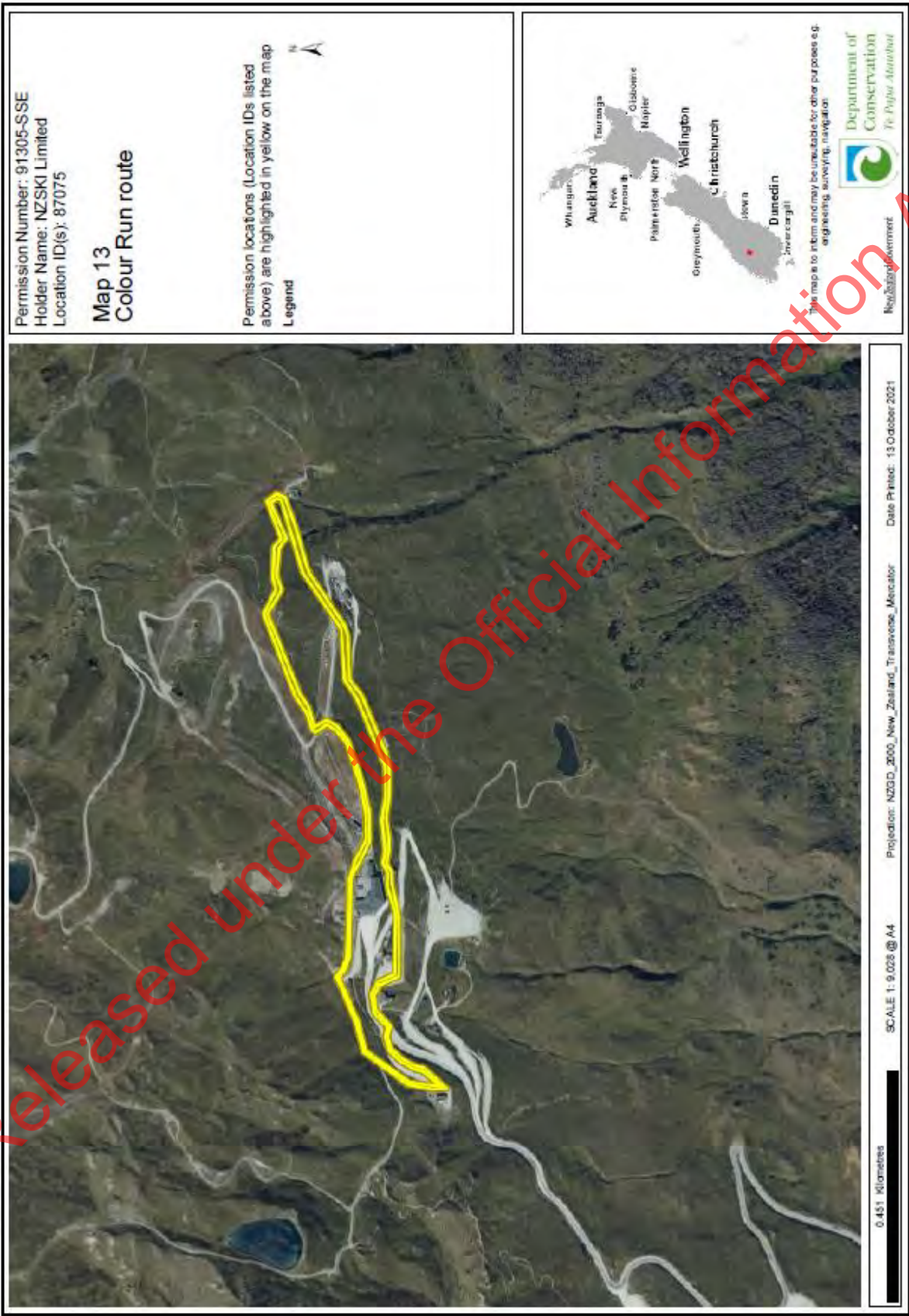


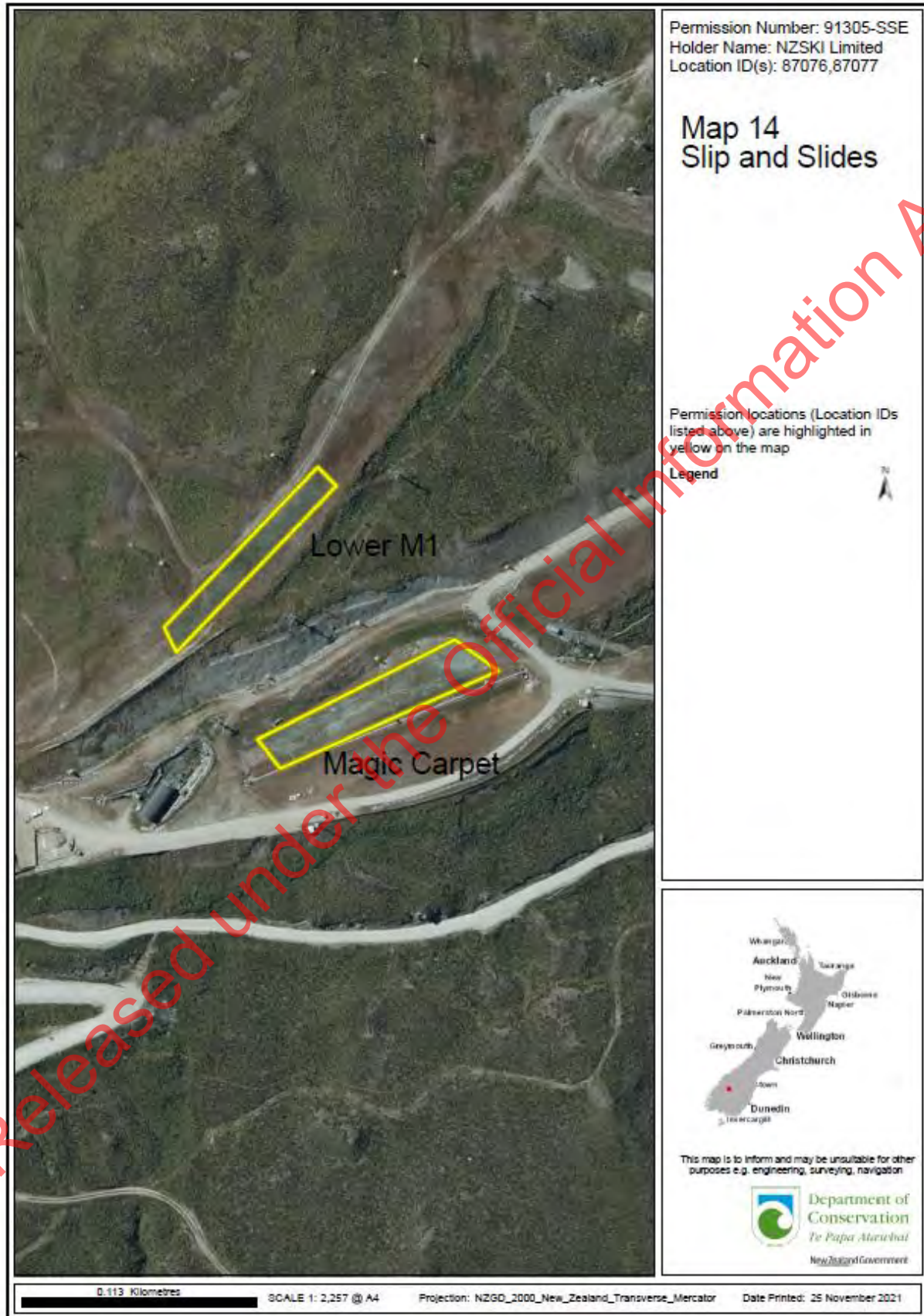












Appendix One – Clause 2 Schedule 3

1. The following Concessions Activities (including locations) are approved subject to the following:

Location	Activity	Type of Event	Description	Duration and Frequency of Event	Max Participants per Event	Max Officials /Support Crew	Structures
Coronet Peak Recreation Reserve Access to the start of the Mountain Biking Events at Coronet Express Chairlift is via the chairlift except for the month of November where access is by foot as the chairlifts are not operational	Mountain Biking	Downhill racing	Using a specified trail in single or multi lap time format Start at the top of the Coronet Express Chairlift and finish at the Base Building following the track as shown on Map 1.	One to Four days for each race 12 races between 1 November to 31 May	450	40	Pop up tents and items associated with timing
	Mountain Biking	Enduro	Timed racing both up and down hill on specified trails Start at the top of the Coronet Express Chairlift and finish at the Base Building following the track as shown on Map 1.	One day 4 races between 1 November to 31 May	200	15	Pop up tents and items associated with timing
	Mountain Biking	XC	Loop racing on existing trails/roadway Start at the top of the Coronet Express Chairlift and finish at the Base Building following	One to Two days for each race	200	20	Pop up tents and items associated with timing

in November			the track as shown on Map 1.	4 races between 1 November to 31 May			
	Mountain Biking	Parallel	Short side by side timed racing on open ski trail Use of either the Big Easy Ski run, Magic Carpet Ski run or Lower M1 Ski run as shown on Map 2.	One day 4 races between 1 November to 31 May	150	15	Pop up tents and items associated with timing
	Hiking	Rogaine	Orienteering race with scoring by accumulated points in the area as shown on Map 3.	One day 2 events between 1 November to 31 May	120	5	Orienteering targets
	Running	Distance Running	Normally laps but could be point to point on formed roads/trails as shown on Map 1.	One day 6 races between 1 November to 31 May	200	15	Pop up tents and refreshment station(s)
	Frisbee	Frisbee Golf Tournament	Goal 'baskets' on ski runs. The track is shown on Map 4.	Four days 6 tournaments between 1 November to 31 May	120	10	Frisbee baskets over duration of permit
	Practise Jumps on skis / boards	Air Bags	Aerial practise and awareness. Locations of airbags shown on Map 5.	Annual	30	5	At base and near the Pump House near Sugar's Run in a controlled zone

	Race	Box Car Racing Race is on the Coronet Peak Road which is not public conservation land, however carparks 3 & 7 are on public conservation land.	Homemade boxcar downhill racing. * Carparks 3 & 7 may be used for parking and competitors' briefing as shown on Map 6.	One day One race between 1 November to 31 May	30	30	Upper road section with controls in place and significant safety padding / controls
	Race	Longboard / skateboard Racing Race is on the Coronet Peak Road which is not public conservation land, however carparks 3 & 7 are on public conservation land.	* Carparks 3 & 7 may be used for parking and competitors' briefing as shown on Map 6.	One day One race between 1 November to 31 May	100	30	Upper road section with controls in place and significant safety padding / controls
	Theatre	Staging / screens	An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which may be both public and	Up to Four days 4 Events between 1 November to 31 May	500	15	Pop up tents, temporary staging and screen. Sound and lighting support

			private as shown on Map 7.				
	Social	Market / Festival	An extension of the area in front of the main building deck to allow temporary structures, staging and/or screens to support the building hosting events which may be both public and private as shown on Map 7.	One to Two days 2 Events between 1 November to 31 May	1000	40	Pop up tents, temporary staging and screen. Sound and lighting support
		Music	One day music acts in the area as shown on Map 7.	Four days to allow for set up/pack down One Music Act between 1 November to 31 May	5000	60	
		Outdoor Cinema	On the deck of base building as shown on Map 7.	One day 10 times per year	400	2	Screen and projector in evening on deck of main building
		Classic Car display	Classic vehicles on display though car parks over a lunch time before continuing on tour as shown on Map 8.	One day One display per year	100	2	Must be parked on approved car park areas
		Conference / Incentive / Weddings	Private functions with varying set ups but all revolve around and in	40 Private Functions	500	2 plus	Number of staff depend on number of participants. All structures are

			the base building as shown on Map 7.	available all year round Regular - for one day each			contained to the deck area.
		Fireworks Shows	Located at Volvo Jump as shown on Map 9.	16 Fireworks Displays per year	One display per show	Up to 5	Trailer used as launch pad on platform
		Colour Run	5km run with 5 coloured powder stations as shown on Map 10.	One run per year	1000	30	Five x Pop-up Powder tents / refreshment stations
		Slip and Slide	Up to 150m long ground slide located on Learners Slope as shown on Map 11.	Once a year for up to eight weeks between 1 November and 31 May	400	2	Slide is laid on the ground
		Slip and Slide (Luge)	Up to 150m long slide is suspended above the ground on Learners Slope as shown on Map 11.	Once a year for up to 16 weeks	400	2	The slide is suspended above the ground

*Portions of the Coronet Peak Road are not located on land administered by the Department of Conservation and separate permission is required from the road's administering body.

Appendix Two – Schedule 3

Additional Special Conditions

Mountain Bike and Running Activities

1. The Concessionaire must rope off all wetlands to create no less than a 5 metre buffer from the approved routes to ensure bikers and runners do not go through any wetlands.
2. Any damage to tracks or near the tracks must be promptly remediated to the satisfaction of the Grantor by the Concessionaire.
3. The Concessionaire must ensure that the Mountain Bike tracks and running routes are inspected before and after each mountain bike and/or running event and the Concessionaire will promptly provide inspection reports to the Grantor for each event.
4. The routes chosen must utilise pre-existing trails and roads authorised for biking within the event area boundaries marked on Map 1.
5. The Concessionaire will provide exact trail maps for running and mountain biking events in advance of event when requested by the Grantor for monitoring purposes.

Slip and Slides

6. The Concessionaire must ensure the slip and slide (on the ground) is operational for not more than 8 weeks during the summer period.
7. **The Concessionaire must ensure the slip and slide ('luge') is operational for** not more than 16 weeks during the summer period.
8. The Concessionaire must ensure to provide the Department with an audited safety certificate for the slip and slide (luge) before becoming operational and allowing the public to use it.
9. The Concessionaire must ensure the slides are removed within two weeks of completion of the activity period.
10. The effects of the Slip and Slides on vegetation and its ability to recover require monitoring via photos taken from the same two vantage points:
 - i. before the activity
 - ii. the day the slide is removed and;
 - iii. every fortnight until the vegetation has fully recovered.
11. Copies of the photos must be provided to the Grantor within 1 week of each set being taken.

Fireworks Displays at Volvo Jump

12. In advance of each fireworks display the Concessionaire must forward a copy of the relevant Fire Permit from FENZ to the Grantor.
13. To mitigate any risk of adverse effects to ground flora, the Concessionaire must take action to remove any risk of fire.
 - a. In winter when snow is available ensure the platform and ground surrounding the area is well covered. Fire Service trained staff will be on site through the display.
 - b. When there is no or insufficient snow on the ground the vegetation will be assessed by Fire Service staff. If dry flora is present the area around the site will be wetted down prior. In either case reactionary Fire Service trained staff (at least two of) will be on site with fire retardant foam and a supply of water through the display and at least an hour post.
14. All waste and debris must be removed from the fireworks display site immediately after each display.
15. Further to Schedule 2 clause 14, the Operations Manager (Whakatipu-wai-Maori/Queenstown District) may suspend the displays at any time if in their sole opinion the weather conditions or other environmental circumstances, including fire risk, combined with the display may result in significant environmental damage.

Colour Run

16. The Concessionaire must ensure the colour run activity takes place in the summer period only to reduce any potential landscape effects.
17. No more than 500kg of colour powder is to be used.
18. Up to 100kg of coloured powder is to be stored at each coloured powder station.
19. The Concessionaire must ensure that the colour powder used is the exact same powder that was detailed in the application. Powder consists of approximately 98% cornflour, with small amounts of saleratus, sodium chloride, tri calcium phosphate, food grade dyes (1%)

— What are the colour powders made from?

Cornflour (~98%), with small amounts of Saleratus, Sodium Chloride, Tri Calcium phosphate and food grade dyes (1%).

The dyes are:

- Red: C.I. 16255 / E 124
- Green: C.I. 19140 / C.I. 42090 / E 102 / E 132
- Pink: C.I. 14720 / E 122
- Yellow: C.I. 19140 / E 102
- Orange: C.I. 19140 / E 102
- Blue: C.I. 42090 / E 133
- Purple: C.I. 42090 / E 133 E 124 / C.I. 16255

Released under the Official Information Act

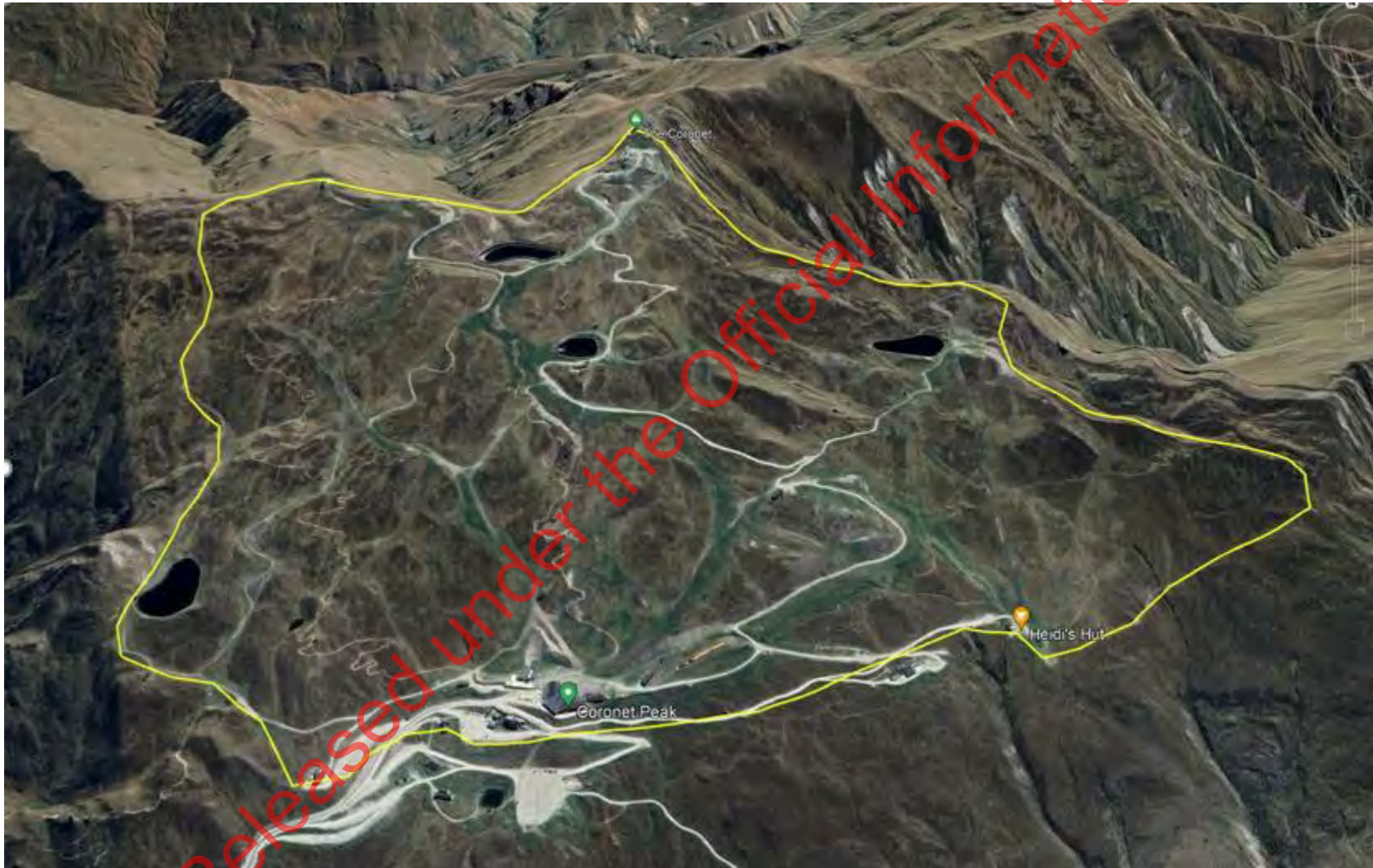
General

20. Except where there is a conflict between the terms and conditions of this Concession (as varied) the Concession Activities will be carried out in accordance with the information and designs provided in support of the Concession application and the application for the Variation.

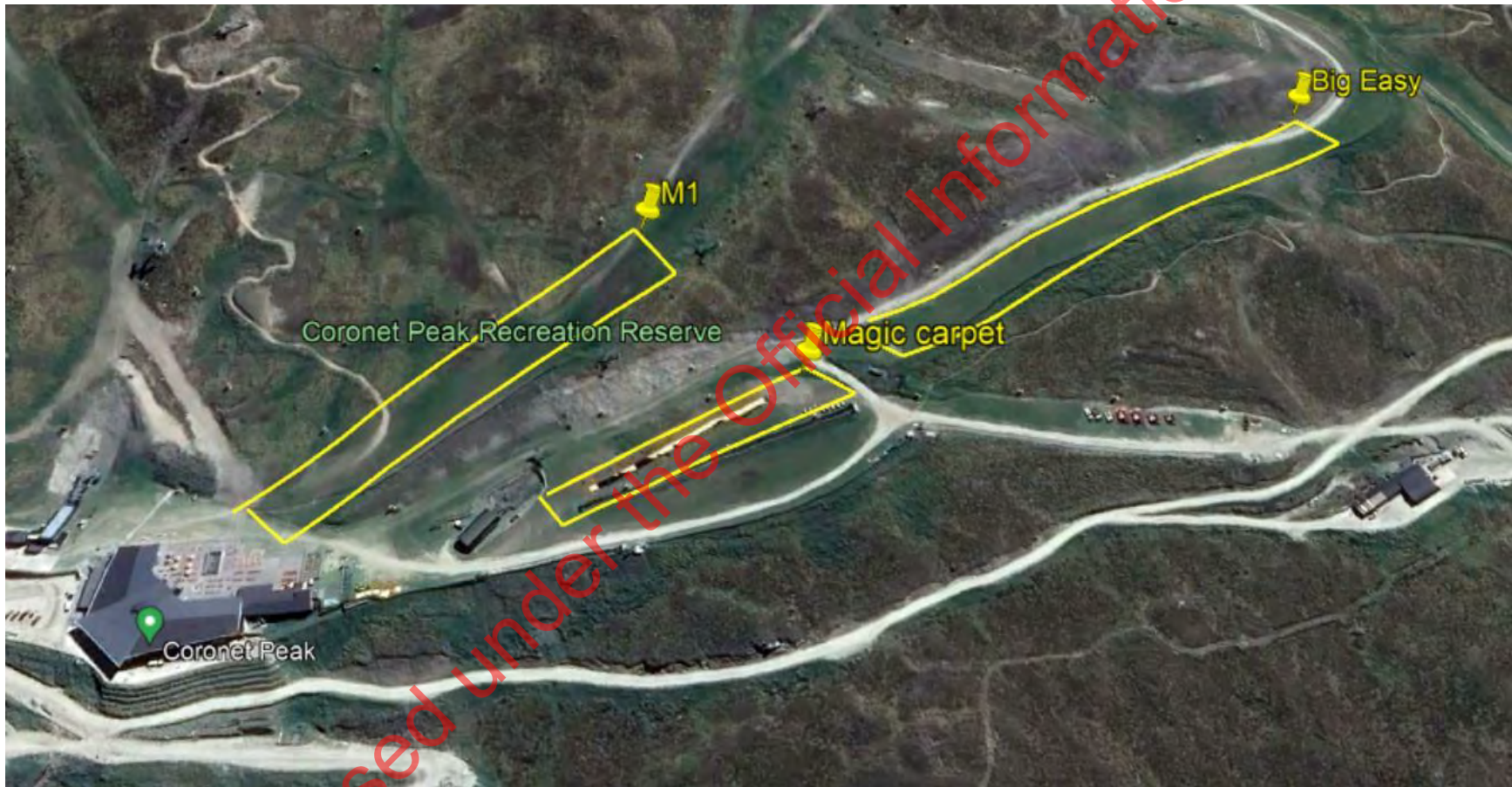
Released under the Official Information Act

Appendix 3 - Schedule 4 – Maps (maps are indicative only)

Map 1 – Event boundaries **Mountain Biking and Running** on pre-existing trials (plus allowing use of Rude Rock Trial and Pack Track and Sack Trial).



Map 2 – Parallel Mountain Biking - Short side by side timed racing on open ski trail. Use of either the Big Easy Ski run, Magic Carpet Ski run or Lower M1 Ski run.



Permission Number: 91305-SSE
Holder Name: NZSKI Limited
Location ID(s): 87066

Map 3

Rogaine Area

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation



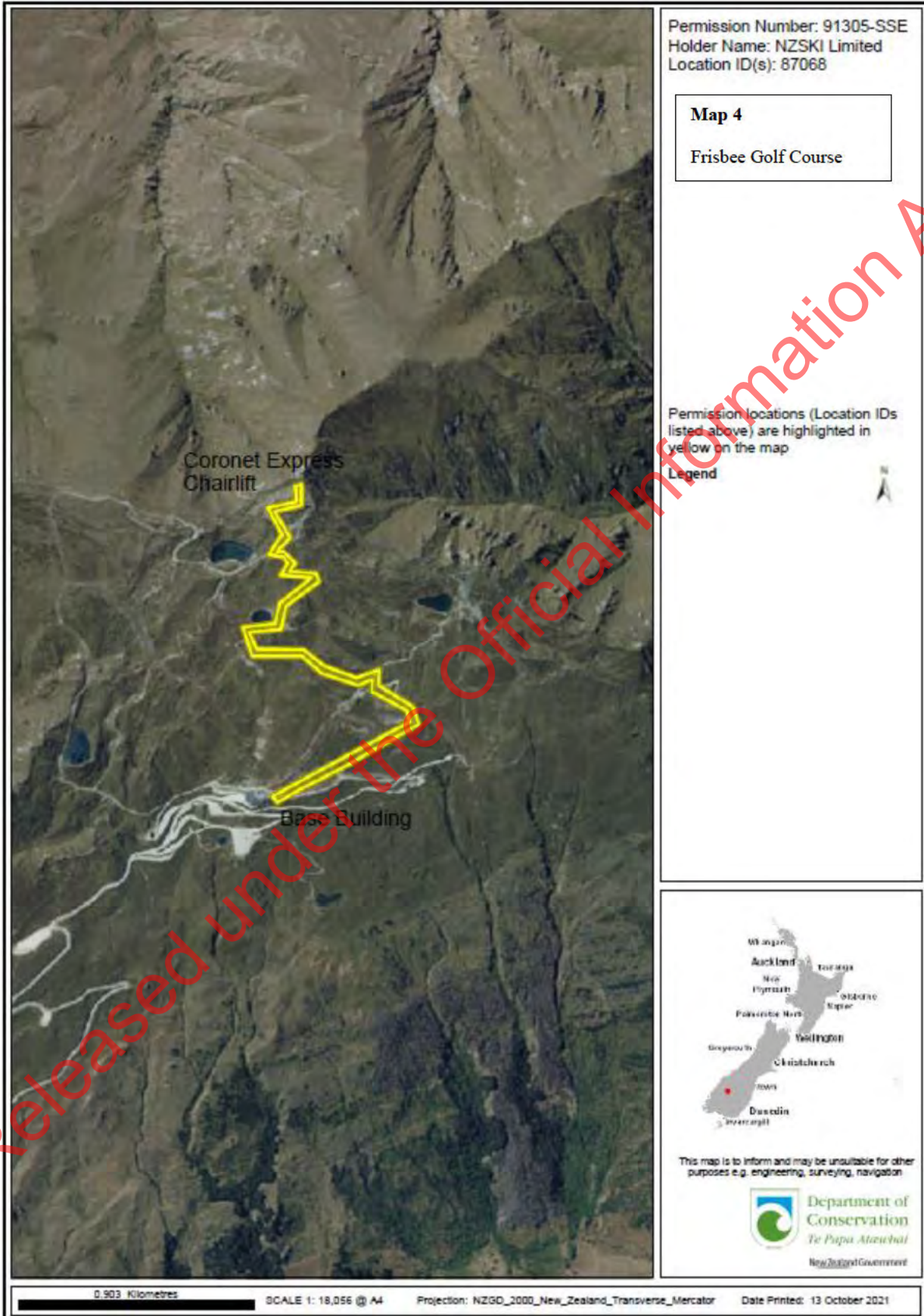
Department of
Conservation
Te Papa Ataturangi
New Zealand Government

0.903 Kilometres

SCALE 1: 18,056 @ A4

Projection: NZGD_2000_New_Zealand_Transverse_Mercator

Date Printed: 13 October 2021





Permission Number: 91305-SSE
Holder Name: NZSKI Limited
Location ID(s): 87069,87085

Map 5

Airbags for practicing jumps

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation



Department of
Conservation
Te Papa Ataturangi

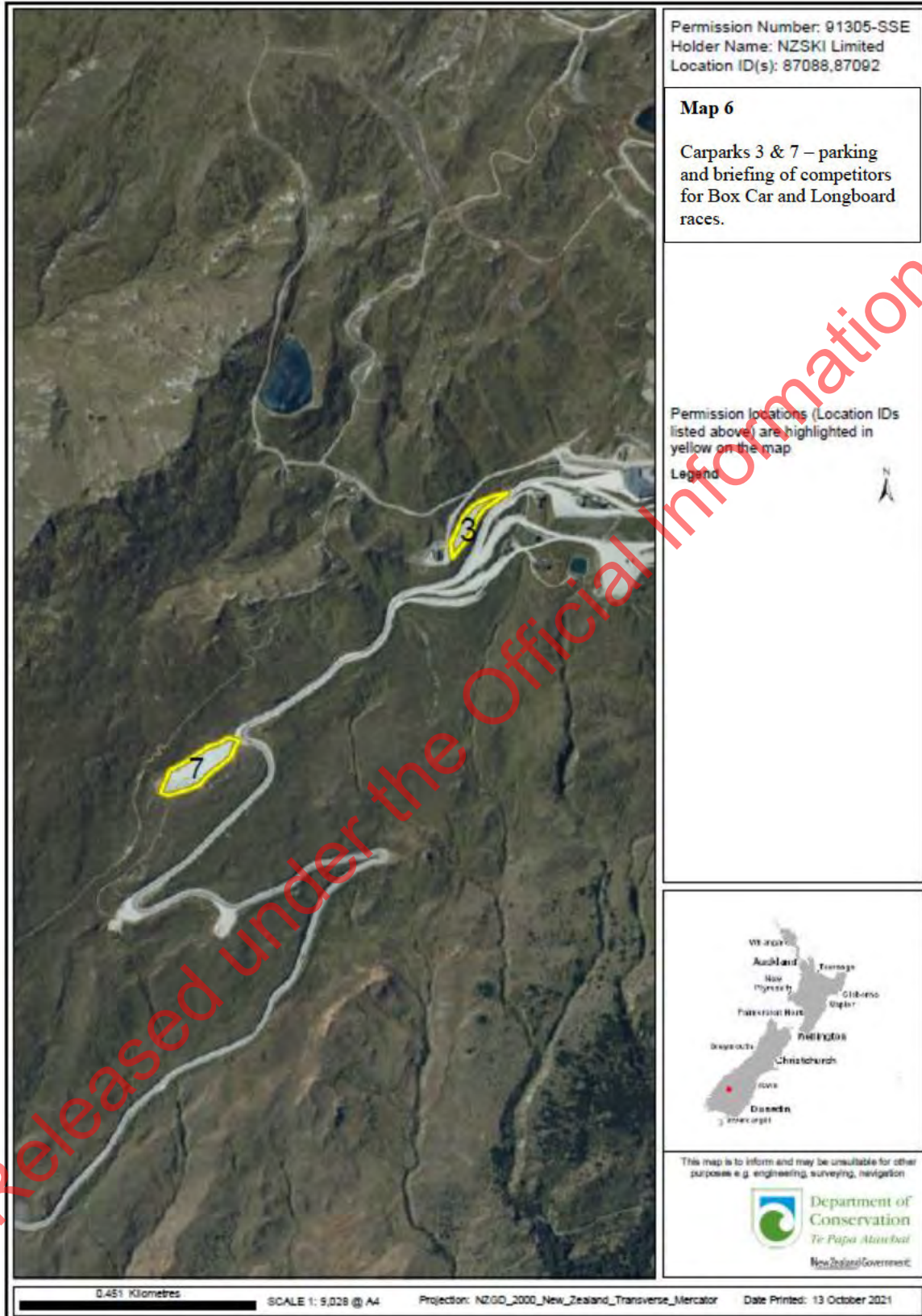
New Zealand Government

0.451 Kilometres

SCALE 1: 9,028 @ A4

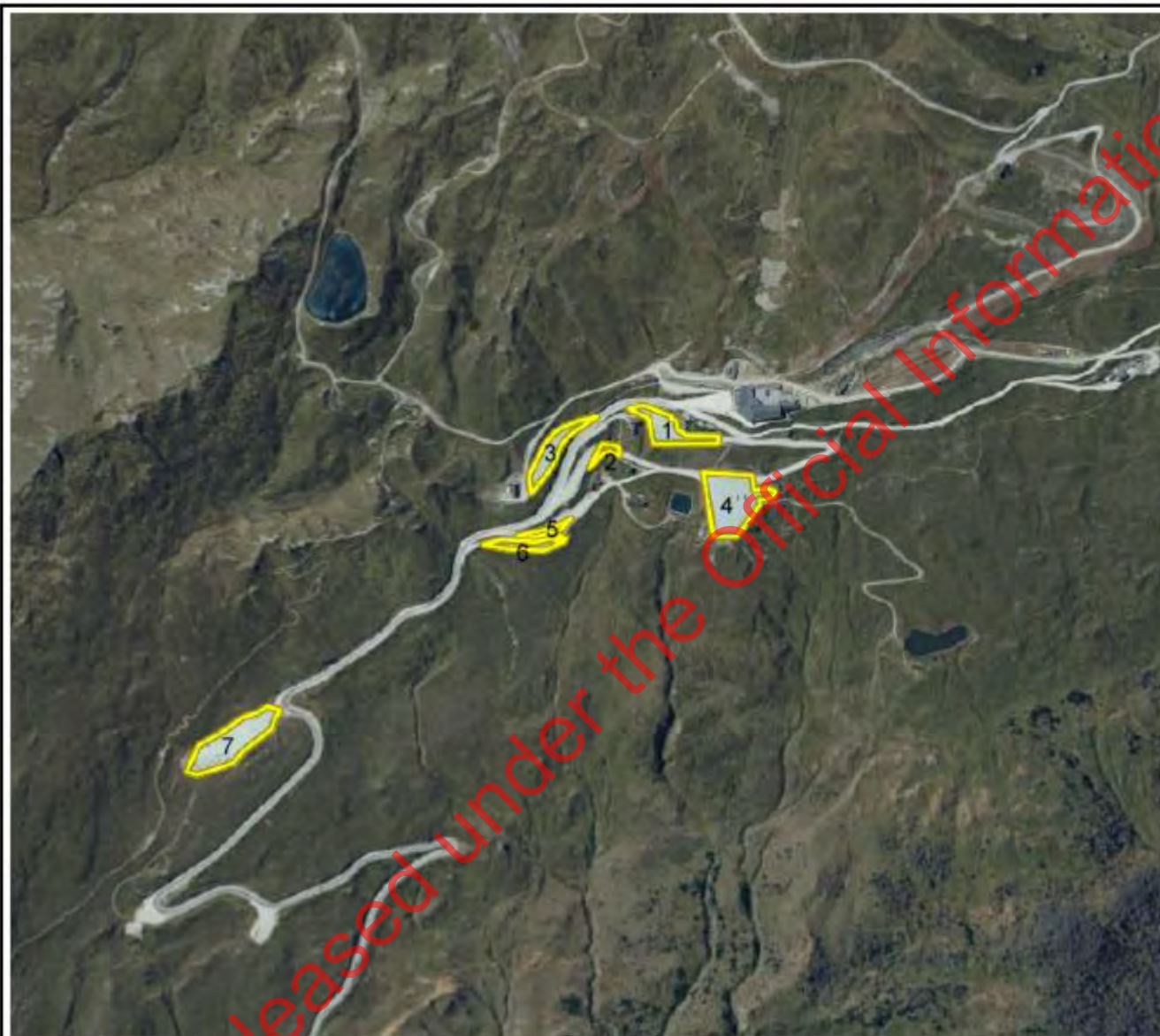
Projection: NZGD_2000_New_Zealand_Transverse_Mercator

Date Printed: 13 October 2021



Map 7: Base building event area: Market, Festival, Music, Outdoor Cinema and other functions.





Permission Number: 91305-SSE
 Holder Name: NZSKI Limited
 Location ID(s):
 87086,87087,87088,87089,87090,87091,
 87092

Map 8

Carparks for Classic Car Show

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation

New Zealand Government



Department of
 Conservation
 Te Papa Atahua

0.451 Kilometres

SCALE 1:9,028 @ A4

Projection: NZGD_2000_New_Zealand_Transverse_Mercator

Date Printed: 13 October 2021

Permission Number: 91305-SSE
Holder Name: NZSKI Limited
Location ID(s): 87074

Map 9

Fireworks Display Zone

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation



Department of Conservation
Te Papa Atahuri

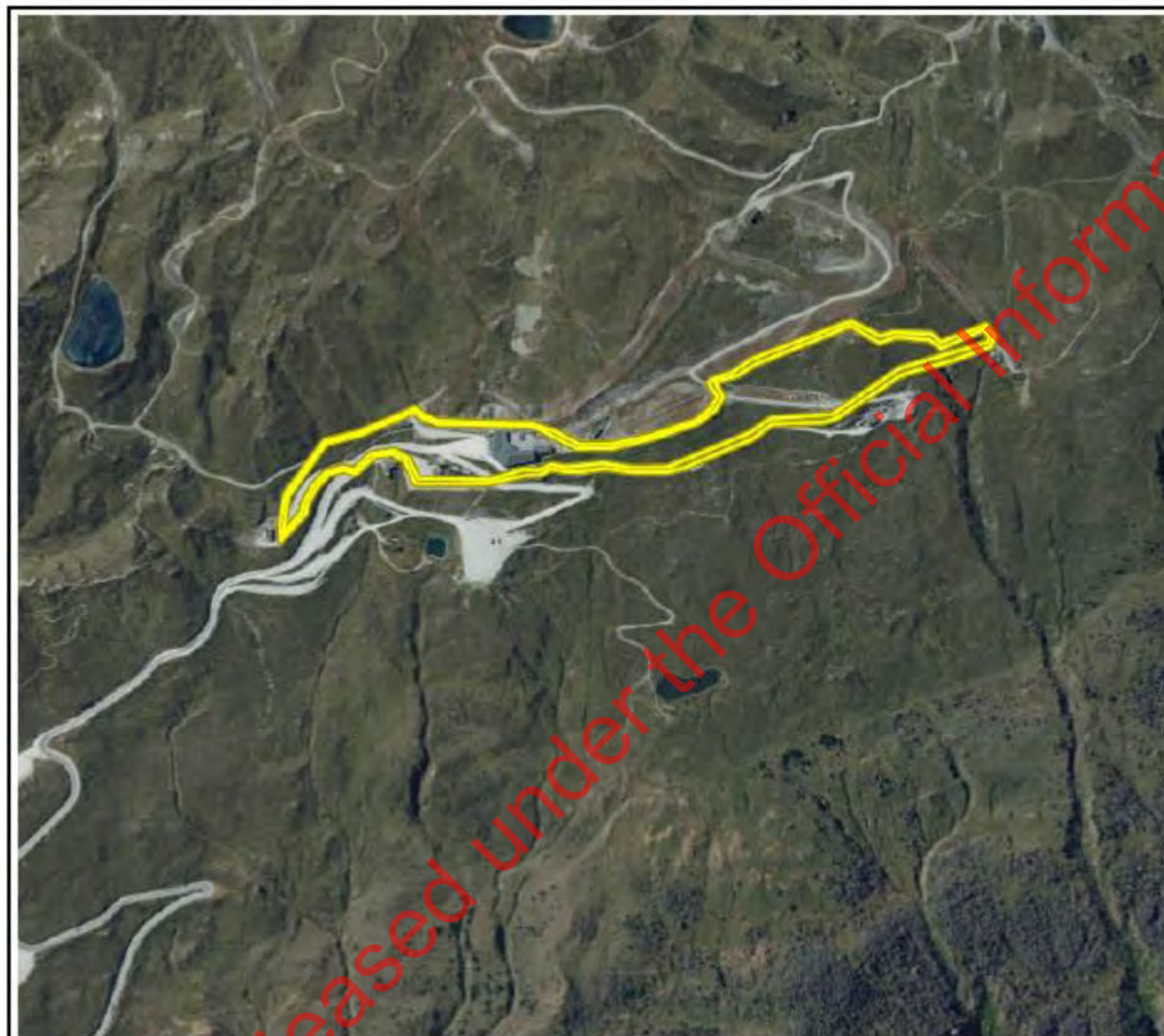
New Zealand Government

0.226 Kilometres

SCALE 1: 4,514 @ A4

Projection: NZGD_2000_New_Zealand_Transverse_Mercator

Date Printed: 13 October 2021



Permission Number: 91305-SSE
Holder Name: NZSKI Limited
Location ID(s): 87075

Map 10

Colour Run Route

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation

Map 11 – Slip and Slide - Up to 150m long ground slide located on Learners Slope and up to 150m long slide is suspended above the ground on Learners Slope.





Department of Conservation
Te Papa Atawhai

Concession Document (Variation of Concession Document)

Concession Number: 91305-SSE

THIS DEED OF VARIATION OF A CONCESSION DOCUMENT

is made this 5th day of February 2025

PARTIES:

Minister of Conservation (the Grantor)

NZSki Limited (the Concessionaire)

BACKGROUND

- A. By a Concession dated the 22nd day of December 2020 (the Concession) the Grantor granted a permit to the Concessionaire upon the terms and conditions expressed and implied in the Concession.
- B. The parties have agreed to vary the Concession.

NOW BY THIS DEED the parties agree as follows:

1. Variation

As from the date of this Deed the Concession is varied as follows:

- (a) Clause 1 of Schedule 3 is amended where the Mountain Biking events 'Enduro' and 'XC' is listed. The Max number of competitors of 200 is deleted and replaced with 400. For the avoidance of doubt, the relevant parts of the Table in clause 1 of Schedule 3 for the 'Enduro' and 'XC' events have been replaced (see Appendix 1 in this document).
- (b) The additional "XC" event over Coronet Peak Recreation Reserve and other Conservation Areas is to be inserted in clause 1 of Schedule 3 (see Appendix 1 in this document).
- (c) The 'Goldminer' event is to be added to clause 1 of Schedule 3 (see Appendix 1 in this document):
- (d) The Concession is varied in clause 4 of Schedule 3:
- (i) The 'Mountain Bike and Running Activities' which reads: *The routes chosen must utilise pre-existing trails and roads authorised for biking within the event area boundaries marked on Map 1;* is replaced with:

- (ii) *The routes chosen must utilise pre-existing trails and roads authorised for biking within the event area boundaries marked on Map 1. For the Goldminer event, the routes chosen must utilise pre-existing trails and roads authorised for biking within the event area boundaries marked on Map 1, 12 and 13.*


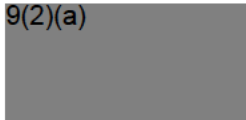
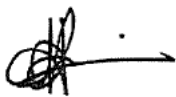
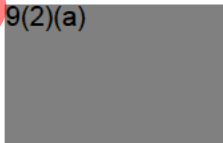

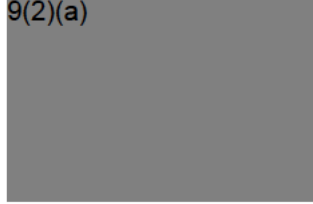
- (e) Maps 12 and 13 are added to Schedule 4 (see Appendix 2 in this document).

2. **Confirmation of other Concession Covenants**

- (a) Except to the extent to which they are varied by this Deed the covenants, terms and conditions expressed and implied in the Concession continue to apply.

3. **Costs**

- (a) The Concessionaire will pay the costs of and incidental to the preparation and completion of this Deed.

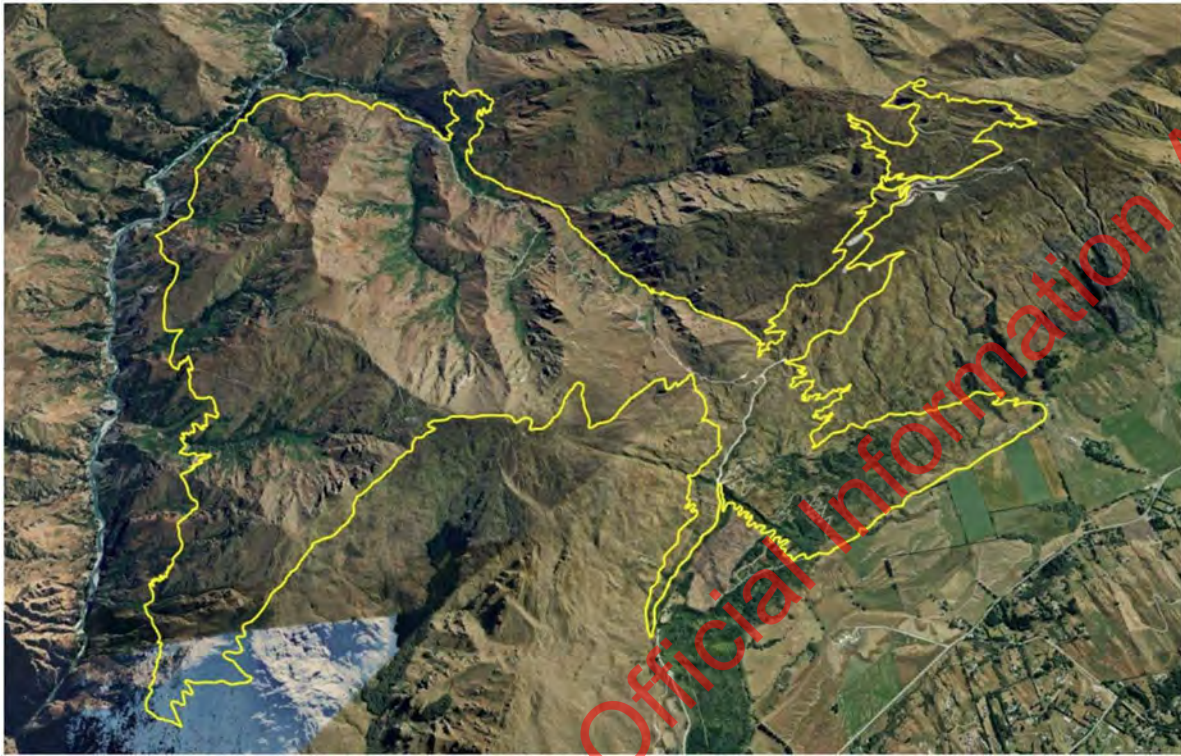
	
<p>SIGNED on behalf of the Minister of Conservation by David Butt, Whakatipu Operations Manager, acting under delegated authority</p>	<p>SIGNED by NZSki Limited by Nigel Kerr, Coronet Peak Ski Area Manager who has authority to sign</p>
<p>in the presence of:</p>	<p>in the presence of:</p>
	
<p>Witness Signature</p> <p>Witness Name: Tze-Yu Joanne Liew</p> <p>Witness Occupation: Personal Assistant</p> <p>Witness Address:</p> <p>1 Arthurs Point Road</p> <p>Queenstown 9371</p>	<p>Witness Signature</p> <p>Witness Name: </p> <p>Witness Occupation: Summer Ops</p> <p>Witness Address: </p>
<p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	

APPENDIX 1**SCHEDULE 3**

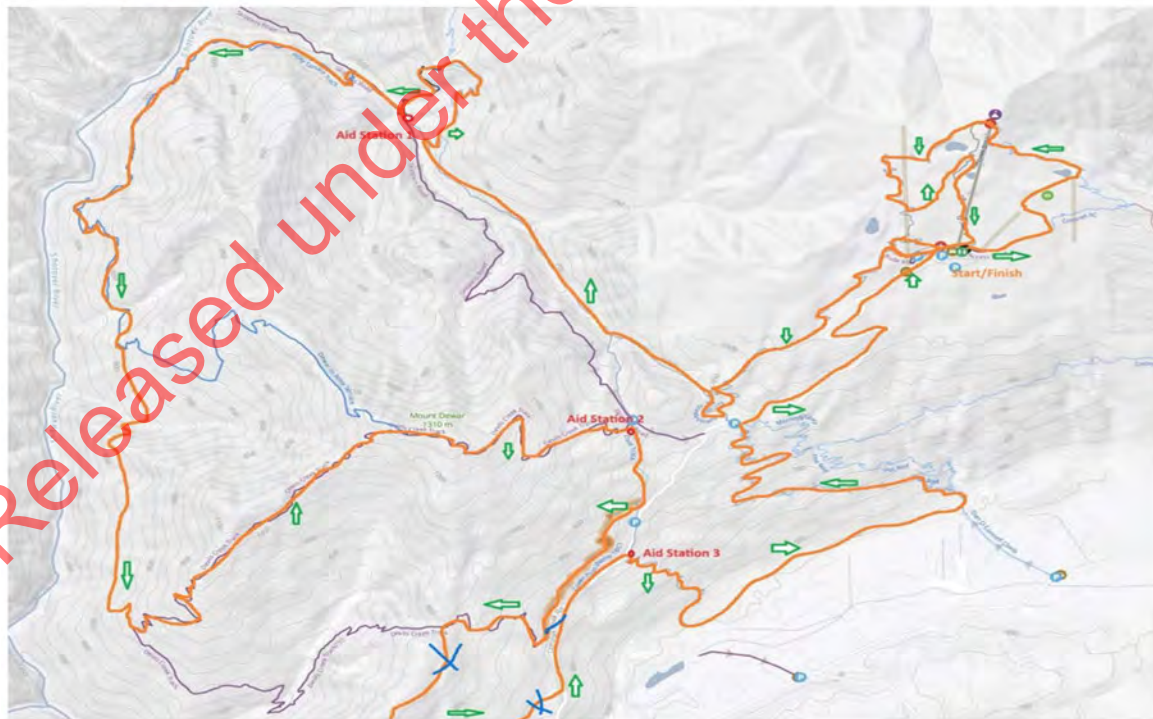
Location	Activity	Type	Description	Duration and Frequency	Max competitors	Max official	Structures
Coronet Peak Recreation Reserve	Mountain Biking	Enduro	Timed racing both up and down hill on specified trails	One day Two races per yea	400	15	Pop up tents and items associated with timing
	Mountain Biking	XC	Loop racing on existing trails/roadway	One to Two days Two times per year	400	20	Pop up tents and items associated with timing
Coronet Peak Recreation Reserve Shotover Creek Conservation Area Devils Creek Conservation Area	Mountain Biking	XC – The 'Goldminer' event	Loop racing on existing trails/roadway	One day, once race per year	400	10	Pop up tents and items associated with timing (only within Coronet Peak Recreation Reserve)

APPENDIX 2

SCHEDULE 4



Map 12



Map 13



Concession Document (General Licence)

Concession Number: 108624-SSE

THIS CONCESSION is made this 7th Day of August 2024

PARTIES:

Minister of Conservation (the Grantor)

NZSKI Limited (the Concessionaire)

BACKGROUND

- A.** The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B.** The Department is under the control of the Grantor.
- C.** The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D.** The Grantor administers the public conservation land described in Schedule 1 as the Land.
- E.** The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F.** The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G.** The Concessionaire acknowledges that the land may be the subject of Treaty of Waitangi claims.
- H.** The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS


- I.** In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire a **LICENCE** 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 Fiona Peat, Operations Manager (Acting), Whakatipu-wai-Māori acting under delegated authority

in the presence of:



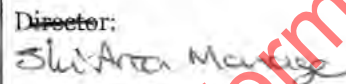
Witness Signature 
Witness Name: Mark Lukaszewicz
Witness Occupation: Admin & Events
Operations Support Officer
Witness Address:
Cavells Building
1 Arthurs Point Road
Arthurs Point 9371

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

Sec 9(2)(a)



SIGNED for NZSKI Limited by:

Director: 

AND

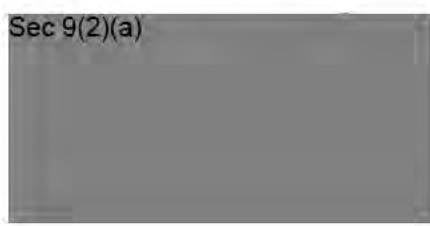
Witness

Sec 9(2)(a)



SIGNED for NZSKI Limited by:

Director: Sec 9(2)(a)



SCHEDULE 1

1.	Land (Schedule 3)	As listed in Schedule 3 (clause 1) and as marked on the attached plan or map in Schedule 4.
2.	Concession Activity (clause 2)	To run the annual 4-day mountain stage event with a 2-week set-up period (total 18 days) between 11am -3pm as part of the annual Snow Machine Music Festival each September, including the temporary installation of a 15m x 6m DJ performance stage, food and beverage stands, toilet facilities, a VIP area and associated security and ancillary service areas, and the use of drones including filming– and as more specifically set out in Schedules 3 and 4.
3.	Term (clause 3)	10 years and 0 months commencing on 01 August 2024
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	31 July 2034
6.	Concession Fee (clause 4)	<p>Activity Fee: 9(2)(j) [REDACTED]</p> <p>Management Fee: \$400.00 per annum plus GST</p> <p>Environmental Monitoring Fee: (clause 9) Not required</p> <p>Community Services Contribution: (clause 6) Not required</p> <p>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.</p>
7.	a. Concession Fee Payments b. Activity Returns Dates (clauses 4 and 6.1)	a. Annually in arrears b. Annually in arrears
8.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website

9.	Concession Fee Review Date(s) (clause 5)	01 August 2027; 01 August 2030; 01 August 2033
10.	Health and Safety (clause 13)	Audited Safety Plan: Required Auditors certificate of approval to be provided to Grantor
11.	Concessionaire Identification (clause 31)	Yes
12.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00
13.	Addresses for Notices (clause 24)	The Grantor's address is: Department of Conservation 265 Princes Street Dunedin 9016 PO Box 5244 Dunedin 9054 Phone: (03) 477 0677 Email: transactioncentre@doc.govt.nz
		The Concessionaire's address in New Zealand is: Level 2 The Station Building Corner Camp and Shotover Street Queenstown 9300 Phone: 03 450 1970 Email: Sec 9(2)(a)
14.	Special Conditions (clause 34)	See Schedule 3
15.	Processing Fee (clause 4)	\$2,540.00 plus GST

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

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LICENCE

1. Interpretation

- 1.1 Where the Grantor's consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.
- 1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.3 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.4 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 24 is to apply.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 3.2 If there is a right of renewal then the Grantor at the Concessionaire's cost must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:
 - (a) gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's intention to renew this Concession; and
 - (b) at the time notice is given in accordance with this clause the

Concessionaire is not in breach of this Concession.

- 3.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.

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

- 4.1 The Concessionaire must pay the Processing Fee (Item 17 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and any other payment comprised in the Total Payment specified in Item 6 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 7, and 8 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 5.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

- 5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 22) or, if the parties agree,
 - (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
 - (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
 - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
 - (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
 - (d)
 - (i) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (ii) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and

- (iii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.
- 6.4 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor the amount specified in Item 7 of Schedule 1 as part of the Total Payment specified in Item 6 of Schedule 1 on the Concession Fee Payment Dates specified in Item 8 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the

Land without the prior consent of the Grantor.

- 8.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 8.3 The Concessionaire must not store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance
- 8.4 If directed by the Grantor, the Concessionaire must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.
- 8.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 8.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.
- 8.7 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 8.8 The Concessionaire must not bury:
 - (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

9. What about Environmental Monitoring?

- 9.1 The Concessionaire must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.
- 9.2 If the Grantor does not issue a direction under clause 9.1 the Concessionaire must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 6 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10. When can new structures be erected or land alterations occur?

- 10.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.
- 10.2 In giving approval under clause 10.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 10.3 The Concessionaire must pay to the Grantor all costs associated with

applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.

- 10.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:

- (a) erecting new structure or altering any structure on the Land
- (b) altering the Land in any way.

- 10.5 The Concessionaire must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Land to which users of the building have ready access.

- 10.6 The Concessionaire must keep and maintain all building systems and any structure on the Land in accordance with the, requirements of any compliance schedule.

- 10.7 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

11. What about advertising?

- 11.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.

- 11.2 If directed by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

- 11.3 If directed by the Grantor, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.

- 11.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

12. What are the liabilities and who insures?

- 12.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.

- 12.2 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.

- 12.3 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.

- 12.4 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.
- 12.5 Despite anything else in clause 12 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.6 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 12.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 12.7 Where the Grantor is found to be liable in accordance with clause 12.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 12.8 Despite anything else in clause 12 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.9 Without prejudice to or in any way limiting its liability under this clause 12 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 13 of Schedule 1 with a substantial and reputable insurer.
- 12.10 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 12.9. 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.
- 12.11 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.

13. What about Health and Safety?

- 13.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 13.2 Before commencing the Concession Activity the Concessionaire must, where 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.

- 13.3 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under clause 13.3(b).
- 13.4 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 13.5 Receipt of the safety plan/audit certificate by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 13 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 13.6 The Concessionaire must:
 - (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
 - (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 13;
 - (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.

14. What are the compliance obligations of the Concessionaire?

- 14.1 The Concessionaire must comply where relevant:
 - (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the National

Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

14.2 The Concessionaire must comply with this Concession.

14.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 14.1(a) is deemed to be a breach of this Concession.

14.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15. What are the Grantor's rights to remedy defaults?

15.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 day's of the Grantor's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

16. When can the Concession be suspended?

16.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

16.2 If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.

- 16.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.
- 16.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 16.5 The word "investigates" in clause 16.4 includes the laying of charges and awaiting the decision of the Court.
- 16.6 During any period of temporary suspension arising under clauses 16.1 or 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 16.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 16 including loss of profits.

17. When can the Concession be terminated?

- 17.1 The Grantor may terminate this Concession either in whole or in part:
 - (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) by 14 days notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
 - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
 - (ii) the Grantor has notified the Concessionaire of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
 - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
 - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 12.9 and 13; or
 - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
 - (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or

- (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
 - (h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.
- 17.2 The Grantor may exercise its power to terminate under 17.1(h) without giving notice.
 - 17.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
 - 17.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

18. What happens on termination or expiry of the Concession?

- 18.1 On expiry or termination of this Concession, either as to all or part of the Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Land.
- 18.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.
- 18.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Land then the Grantor can not require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement can not be required until the expiry or termination of the new concession.

19. When is the Grantor's consent required?

- 19.1 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.

20. Are there limitations on public access and closure?

- 20.1 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.

21. What about other concessions?

- 21.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

22. How will disputes be resolved?

- 22.1 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.
- 22.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 22.3 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.
- 22.4 The arbitrator must include in the arbitration award reasons for the determination.
- 22.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

23. What about prosecution for offences?

- 23.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor under this Concession is to preclude the Grantor from prosecuting the Concessionaire; and
 - (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Concession; and
 - (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Concession.

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

- 24.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the

address, fax number or email address specified in Item 14 or 15 of Schedule 1.

Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of fax, on the date of dispatch;
- (c) in the case of post, on the 3rd working day after posting;
- (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

24.2 If any party's details specified in Item 14 or 15 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.

25. What is the scope of the Concession?

25.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

26. Can provisions be severed?

26.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

27. What about the payment of costs?

27.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.

27.2 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.

28. What is the relationship of parties?

28.1 Nothing expressed or implied in this Concession is to be construed as:

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (c) granting any exclusive estate or interest in the Land to the Concessionaire;
- (d) affecting the rights of the Grantor and the public to have access across the Land.

29. What about Co-Siting?

- 29.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 29.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the Grantor.
- 29.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 29.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Land.
- 29.5 Subject to clause 30.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Land.
- 29.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 30.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 30.6.
- 29.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 29.8 Where the Concessionaire is required under clause 30.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 30.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:

- (a) any written comments or submissions of the Concessionaire and third party;
 - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) any other matters the Grantor considers relevant.
- 29.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 29.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 29.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

30. What about Identification cards?

- 30.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 30.2 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.
- 30.3 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.
- 30.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 30.5 The right under this clause 31.4 does not affect the obligation in this clause 31 to carry and display a Concession Identification card.

31. Which clauses survive termination?

- 31.1 Clauses 12 and 24 survive the termination of this Concession.

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

- 32.1 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.
- 32.2 Nothing in clause 33.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

33. Are there any Special Conditions?

- 33.1 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.

34. The Law

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Activities and locations approved are as follows subject to stated maximum party size and frequencies.

District Office	Location (called the Land)	Activity	Duration and Frequency	Max. No. of attendees per event	Max. No. of events per year	Drone landings*
Whakatipu-wai-Māori	Coronet Peak Recreation Reserve (2804705)	“Snow Machine” music festival event	One four-day event plus a two-week set-up period (total 18 days) per year to be held in September	7,000	1	<p>12 landings per day during the event 48 landings total per event per year To occur over the following event venues:</p> <ul style="list-style-type: none"> - Kaser Carpet - Ice Bar - Heidis

**Permission is granted to fly the following four types of drones: Mavic Pro 3, DJI FPV, Inspire 3 and DJI Mini 3 Pro*

The Concessionaire must complete a Client Activity Return form in the format required by the Grantor and return them to the Grantor on the Activity Return Dates stated in Item 7 of Schedule 1. The

Climate change considerations

2. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
3. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
4. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.
5. Before amending the conditions of this Concession in accordance with clause 4, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.

In respect to Ngāi Tahu

6. The Concessionaire is requested to consult the relevant Papatipu Runanga (<http://ngaitahu.iwi.nz/contact/contact-papatipu-runanga/>) 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 Runanga, as a matter of courtesy.
7. 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.
8. 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.

Remotely Piloted Aircraft Systems

Interpretation

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

9. The Concessionaire or any pilot of the aircraft specified in Item 3 of Schedule 1 must hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with Civil Aviation law requirements applying to the Concession activity.
10. The Concessionaire shall immediately cease the operation of the RPAS if there is any indication of wildlife disturbance.
11. The Concessionaire shall ensure that a fire extinguisher in good working order is carried at all times that the RPAS is in use, and that the Concessionaire and its staff (if applicable) are trained in the use of the fire extinguisher.
12. The Concessionaire is not authorised to operate the RPAS in areas that have a Fire Risk of High or above as published on the Fire and Emergency New Zealand website: <https://fireweather.niwa.co.nz/>

Monitoring

13. 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.

DJ Set Structure

14. All works must be in accordance with the application as received.
15. The Concessionaire shall hold all necessary building and resource consents for the activity. Copies of these approvals are to be provided to the Grantor prior to works commencing.
16. This Concession does not supersede any other lawfully required consents, approvals and assessments from other agencies. This includes (but is not limited to) geotechnical, engineering, district and regional resource consents, and building consents.
17. A Producer Statement PS3 from the contractor's licensed building practitioner (LBP), and an Engineer's Site Report & Certificate following practical completion, signed by the chartered structural engineer, are to be provided to the Grantor prior to the use of the structure each year. These must be emailed to queenstown@doc.govt.nz prior to the event.

18. Prior to any machinery or equipment entering the ski field area it must be cleaned and checked for soil that could potentially contain seeds or exotic plants that could further contaminate the ski field.
19. The rear of the structure must be made of non-reflective materials and painted using recessive colours.
20. All machinery is to enter and exit worksites on existing trails. Machinery is not to disturb terrain not part of this proposal.
21. This structure can only be erected on modified snow-covered terrain where native vegetation is not present.
22. The structure must be temporary in nature.
23. Signage advising the public as to the nature of the work is to be installed at the expense of the concessionaire.
24. Appropriate security and safety measures must be in place to ensure that the structure is not used by the public.

Post-event

25. The Concessionaire must ensure all rubbish is removed and the Land is left in the same or better condition in which it was found to the satisfaction of the Grantor.
26. The Concessionaire must report any damage to the Land or other infrastructure, caused as a result of the event to the Grantor as soon as possible. All associated costs for repair works undertaken by the Grantor will be payable by the Concessionaire.
27. The Concessionaire is responsible for any significant damage to the land and other facilities attributable to the events and must meet the costs of restoring the land to its former condition in the event of any significant damage occurring. The 'Protocol for the Rehabilitation of Natural Alpine Environments Following Ski Area Development' should be followed for any remediation works required.

General Conditions

28. The Concessionaire must adhere to the 'Leave No Trace' Principles (www.leavenotrace.org.nz), ensure all rubbish is removed and that sites are left in the same or better condition in which they were found to the satisfaction of the Whakatipu District Operations Manager.
29. The Concessionaire must instruct all officials, and support crew that deposition of litter in any form is prohibited.
30. The Concessionaire is responsible for all significant damage to the land and other facilities attributable to the event and will meet the costs of restoring the land and other facilities to its former condition in the event of any significant damage occurring.
31. No vegetation or other natural features can be cut back or removed.

32. The Concessionaire must take all precautions to ensure weeds are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters and packs used by the Concessionaire, its staff and clients are clean before entering the Land.
33. No wildlife is to be enticed with food or harassed in any way.
34. The Concessionaire must ensure that all officials and attendees comply with all the standard and special conditions of this concession. The Concessionaire must also ensure that all officials and support crew engaged by the Concessionaire for the events are fully briefed on the requirements of the safety plan.
35. A signed copy of this permit must be in the possession of the event manager on site during the event.
36. Event officials must be in place for the duration of the event to manage behaviour and liaise with the public.
37. This concession approval will not supersede any other lawfully required consents, approvals and assessments from other agencies. This includes (but is not limited to) geotechnical, engineering, district and regional resource consents, and building consents.
38. Public access to and through the ski field (apart from the event zone) is not to be hindered.

Public Notification/signage

39. Signs must be placed a week prior to the event at entrances to the ski field, and on the day advising the public of the event, numbers, and times.
40. Any warning signs must be removed immediately on completion of the event.
41. Any markers or signage must be temporary in nature and no paint or permanent marking permitted.
42. Public access to and through the ski field (apart from the event zone) is not to be hindered.

Toilets

43. Any toilets supplied by the event holder must be completely self-contained and all waste must be removed from the sites.

Filming

Ngāi Tahu

44. Where filming has been undertaken on public conservation land within the Ngāi Tahu takiwā especially in an area known to be of cultural significance to Ngāi Tahu, the Concessionaire is requested to provide an acknowledgement in the film credits (where these exist) that some of the filming was undertaken in the tribal area of Ngāi Tahu.

45. The Concessionaire is required to be aware of and adhere to guidelines for filming developed by Te Rūnanga o Ngāi Tahu and the Screen Production and Directors Association. For more information visit <http://ngaitahu.iwi.nz/wp-content/uploads/2013/11/Filming-Guidelines-Within-Takiwa-of-Ngai-Tahu.pdf>
46. The Concessionaire is requested not to portray any Ngāi Tahu spiritual, cultural, historical, or traditional association in the film without first consulting Te Rūnanga o Ngāi Tahu and the relevant Papatipu Rūnanga. www.ngaitahu.iwi.nz
47. Where there is any portrayal of Ngāi Tahu spiritual, cultural, historical or traditional association a DVD copy of the final, relevant film footage pertaining to the filming of the Ngāi Tahu values shall be sent by the Concessionaire to Ngāi Tahu Communications Ltd, PO Box 13-469 Christchurch.
48. Te Rūnanga o Ngāi Tahu understands that the copyright is held with the film producers, but Te Rūnanga o Ngāi Tahu may negotiate with the film producer to use the material for non-commercial purposes and if so would request a copy.
49. If any site or taonga of Māori origin is discovered, then all works must stop and the Senior Ranger Heritage & Visitors to be contacted.

Email rkennett@doc.govt.nz
 DDI +64 3 442 6398
 Mobile 9(2)(a)

Crossing other land to access PCL

50. This permit only allows access to public conservation land administered by the Department of Conservation. The granting of this permit in no way infers permission to access private land, or public land administered by another authority. Gaining additional permissions to access such land are the responsibility of the permit holder.

Credit

51. "Produced with the assistance of the staff of the Department of Conservation Te Papa Atawhai New Zealand".

Vehicle parking

52. Vehicles must be parked on firm ground.
53. Access tracks (walking and 4WD) to and through sites must not be blocked. The public have a right to access public conservation areas unhindered.

Stop and hold

54. Members of the public can be approached and requested to stop and keep quiet, however they have a right of access and if they refuse cannot be compelled to stop
55. Where the public may be stopped and held on tracks, A3 Signs must be placed on the track entrance to warn the public of the presence of a film unit in the

area and that they may be requested to stop for a short period of time during filming.

56. Members of the public cannot be held for more than 10 minutes at any one time.

Released under the Official Information Act

SCHEDULE 4

MAP / LAYOUT

Application for SNOW MACHINE staging and temporary event set up

Location



Figure one: Location of the Snow Machine staging and temporary event set up.

Facilities



Figure two: Map of event set up and facilities.

Structure:

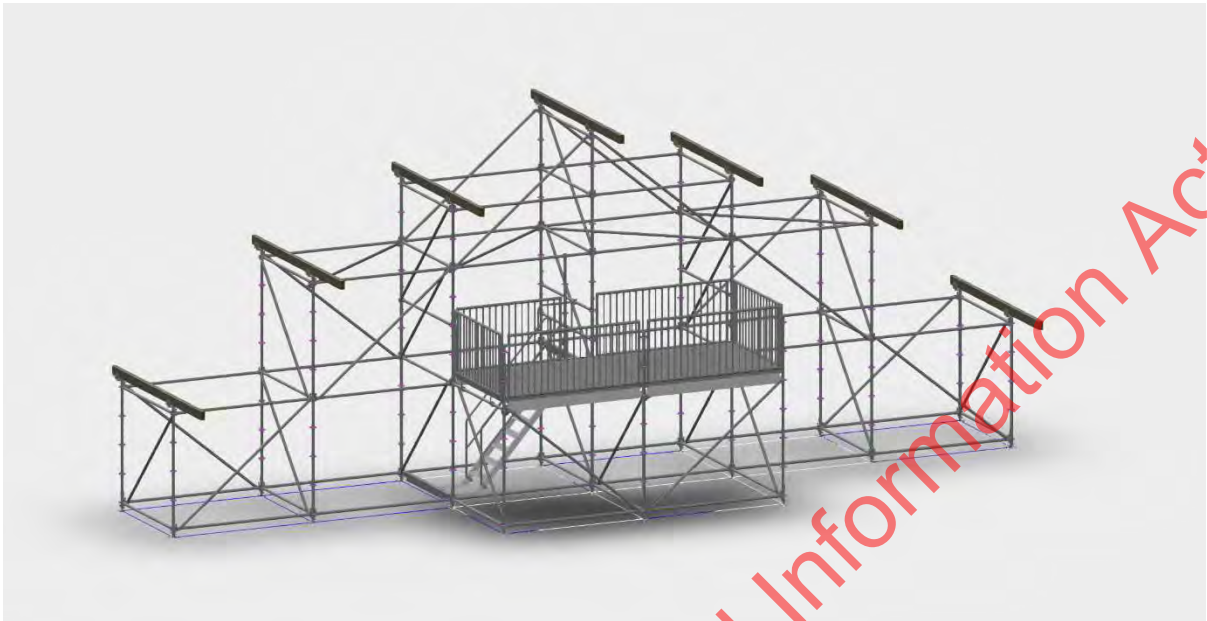


Figure three: Scaffolding plan of temporary structure.



Figure four: Scaffolding plan of temporary structure different angle.



Figure five: The temporary structure in situ at Coronet Peak in 2022.