

Item 1



Department of Conservation
Te Papa Atawhai

Concession Document (Lease and Licence)

THIS DOCUMENT is made this 28th day of June 2010

PARTIES:

1. **Minister of Conservation** (the Minister)
2. **Goldfields Railway Incorporated** a duly incorporated society having its registered office at Waihi (the Concessionaire)

BACKGROUND

- A. The Department of Conservation Te Papa Atawhai has responsibility for protecting and promoting New Zealand's biodiversity and managing the use of New Zealand's historic and natural resources. Its goal is to be recognised as a world leader in the provision of responsive and cost effective conservation services.
- B. The Department's mission is "To conserve New Zealand's natural and historic heritage for all to enjoy, now and in the future." Its vision is: "New Zealand's natural and historic heritage is protected; people enjoy it and are involved with the Department in its conservation"
- C. In order to achieve its mission, vision and goals, and to carry out its functions, the Minister from time to time grants concessions to carry out activities in Conservation Areas, National Parks and Reserves.
- D. The Minister manages the Conservation Area described in Schedule 1 as the Land;
- E. Section 17Q(1) of the Conservation Act 1987 authorises the Minister to grant a Concession in a Conservation Area;
- F. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.
- G. The parties wish to record the terms and conditions of the Concession in this Document and its Schedules.

OPERATIVE PARTS

- H. In exercise of the Minister's powers under section 17Q of the Conservation Act 1987 the Minister **GRANTS** to the Concessionaire a **LEASE AND LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document, its Schedules and the Minister of Conservation's Standard Terms and Conditions of Lease and Licence Version 1.
- I. The Concessionaire acknowledges receipt of a copy of the Minister of Conservation's Standard Terms and Conditions of Lease and Licence Version 1.

SIGNED on behalf of the Minister of Conservation by

Andrew Brian BAUCKE

Andrew Brian BAUCKE
Area Manager

acting under delegated authority
in the presence of:

Witness Signature: *Laurie Christie*

Witness Name: L CHRISTIE

Witness Occupation: CR RANGER

Witness Address: 767 LINKS AVE
MT MAUNGANUI

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

The seal of Goldfields Railway Incorporated was
affixed in the presence of:

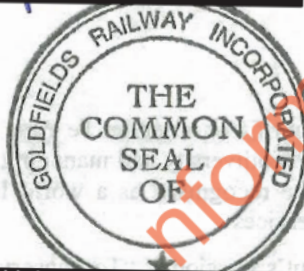
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Signatory

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President
Authorised

President
Authorised



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SCHEDULE 1

1.	Land (clause 1)	As marked on the attached plan or map in Schedule 3 being: Goldfields Railway Conservation Area (T13596) and Goldfields Railway Conservation Area (T13595) Lease Land				
		Physical Description/ Common Name	Land Status	Area (ha)	Legal Description	CRS Parcel ID (SUE)
		Waihi Station	Stewardship Area	3.0	Sec 392 Town of Waihi South	4564544
			Stewardship Area	0.24	Pt Sec 393 Blk XV Ohinemuri Survey District	4358797
			Stewardship Area	0.16	Sec 320 Blk XV Ohinemuri Survey District	4485171
			Stewardship Area	0.02	Pt 17 Ohinemuri	4311485
			Stewardship Area	0.34	Part of Sec 1 SO 52165	4358613
		Total		3.76		
		Waikino Station (Building)	Stewardship Area		Pt Sec 1 Town of Waikino	4475483
		Licence Land				
		Physical Description/ Common Name	Land Status	Area (ha)	Legal Description	CRS Parcel ID (SUE)
		Waikino Station (Land)	Stewardship Area	0.26	Pt Sec 1 Town of Waikino	4475483
		Railway Line between Waihi and Waikino	Stewardship Area	0.79	Closed Railway SO Plan 12046I	4304868
			Stewardship Area	0.02	Pt Sec 35 Town of Waikino	4535953
			Stewardship Area	0.24	Closed Railway SO Plan 12046I	4443614
			Stewardship Area	2.85	Closed Railway SO Plan 12046J	4413493
			Stewardship Area	4.22	Closed Railway SO Plan 12046K	4539714
			Stewardship Area	2.52	Closed Railway SO Plan 12046K	4413478
			Stewardship Area	1.90	Closed Railway SO Plan 12046L	4439091
			Stewardship Area	1.19	Pt Sec 12 Blk XV Ohinemuri Survey District	4337104
			Stewardship Area	2.31	Pt 17 Ohinemuri	4409042
			Stewardship Area	0.09	Pt 17 Ohinemuri	4319792
		Total		16.39		
2.	Concession Activity (clause 4 and Schedule 2)	Carry out activities involved in the: a) Day to day running of the tourist attraction known as Goldfields Railway b) Operation of the Waikino Station Café c) Provision of information to the public about land managed by the Department of Conservation, local tourist attractions and heritage				

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		<p>sites</p> <p>d) Maintenance and enhancement of the track, buildings and rolling-stock belonging to the Concessionaire</p> <p>e) Management of the Land in Item 1</p> <p>f) Any education or training associated with the activities listed in a) to e)</p> <p>g) Letting of six residential houses</p> <p>h) Sub-lease of drama society shed</p> <p>i) Provision of public conveniences</p> <p>j) Retail Sales</p>
3.	Term (clause 3)	30 years commencing on 1 January 2009
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	31 December 2038
6.	Concession Fee (clause 5)	<p>s9(2)(j) all annual turnover from the preceding financial year excluding donations, grants and membership fees plus GST (Concession Activity Fee)</p> <p>and</p> <p>\$100 per annum plus GST (Concession Management Fee)</p>
7.	Concession Fee Instalment(s) (clause 5))	One quarter of the annual concession activity fee due quarterly Concession management fee due 1 December annually
8.	Concession Fee Payment Date(s) (clause 5)	Quarterly 1 December, 1 March, 1 June, 1 September
9.	Penalty Interest Rate (clause 5)	15%
10.	Concession Fee Review Dates (clause 7)	1 December 2011, 2014, 2017, 2020, 2023, 2026, 2029, 2032 and 2035
11.	Community Services Contribution (clause 6)	\$0 per annum Not required
12.	Health and Safety/ Notification of Hazards (clauses 8 and 10)	<p>(i) Safety Plan: Not required, providing the Concessionaire holds a current Licence from New Zealand Transport Agency or equivalent body.</p> <p>(ii) Known hazards on the Land Nil</p> <p>(iii) Details of any staff of the Department or other people in the vicinity of the Land where there is potential for some contact between the Concessionaire and such people:</p> <p>a) General Public have free access to the licensed areas.</p> <p>b) Co-sited concessionaires.</p> <p>c) Department staff</p> <p>(iv) Details of any other services being carried out by such people,</p>

		<p>which might affect the Concessionaire or the Activity:</p> <ul style="list-style-type: none"> a) Recreation b) Stock crossings c) Vehicle crossings d) Underground services e) Pest plant and animal control f) Accessing other lands managed by the Department of Conservation
13.	<p>Insurance (to be obtained by Concessionaire) (Clause 12)</p>	<p>A. <u>Types and amounts:</u></p> <p>(i) Public Liability Insurance for:</p> <ul style="list-style-type: none"> (a) general indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$500,000.00; and (c) third party vehicle liability <p>B. <u>Other Policies and amounts:</u> None</p> <p>C. <u>Details of all policies:</u></p> <ul style="list-style-type: none"> (i) Insurance Company: s9(2)(k) (ii) Policy number(s): s9(2)(k) (iii) Date insurance effected: 31 March 2009 (iv) Date insurance expires: 31 March 2010 <p>Certificates of Insurance Received: No</p>
14.	<p>Fires on the Land (clause 13)</p>	Permitted to the extent provided by Clause 1 of Schedule 2
15.	<p>Environmental Monitoring Contribution (clause 14)</p>	\$385 per visit plus GST
16.	<p>Guarantee (clause 34)</p>	Not required
17.	<p>Concessionaire Identification (Clause 36)</p>	Not required
18.	<p>Addresses for Notices (clause 28)</p>	<p>The Minister's address is:</p> <p>c/- Department of Conservation 253 Chadwick Road Greerton Tauranga 3142 Phone: 07 578 7677 Fax: 07 578 1634 NB Street address only</p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>Goldfields Railway Incorporated 30 Wrigley Street Waihi Phone: 07 863 9020 Fax: 07 863 8259 NB Street address only</p>

SCHEDULE 2

SPECIAL CONDITIONS

The Minister of Conservation's Standard Terms and Conditions of Lease and Licence Version 1, are hereafter referred to as the "Standard Terms".

Fires and combustible materials

1. Further to clause 13.7(a) of the 'Standard Terms', any fires essential for conducting the activity are also permitted, providing they are in accordance with Local Council Bylaws.
2. Further to clause 13.7(b) of the 'Standard Terms', storage of combustible materials essential for conducting the activity are permitted, providing they are stored in accordance with local Council Bylaws and the Hazardous Substances and New Organisms Act 1996 and any regulations that may be applicable to the storage of such materials.

Structures and facilities

3. Further to clause 16.1 of the 'Standard Terms', the structures listed in Schedule 4 of this document are permitted on the Land.
4. Further to clause 19.1 of the 'Standard Terms', the advertising material listed in Schedule 6 are permitted on the Land.
5. Further to clause 21.0 and clause 24.0 of the 'Standard Terms', on expiry or termination of this document, if the Concessionaire removes a structure or facility from the Land, the Concessionaire will, unless the Minister directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and will leave the Land in a clean and tidy condition.
6. Further to clause 17.0 of the 'Standard Terms', the Minister's structures are listed in Schedule 5.
7. Further to clause 17.0 of the 'Standard Terms', for the avoidance of doubt, the Minister shall be responsible for the following in respect of the Minister's structures listed in Schedule 5:
 - 7.1. Structural repairs.
 - 7.2. Providing the paint for the exterior and for the painting work itself.
 - 7.3. Renewal or upgrade of the sewerage system, as existing at the commencement of this Document.
 - 7.4. Repairing, maintaining or renewing the surface of the car park, including painting the car park lines.
8. For the avoidance of doubt, clause 17.1 of the 'Standard Terms', includes interior paint.
9. If the requirement for any expenditure or work listed in clause 7 is found to be caused by the Concessionaire's negligence, the Minister may recover the cost from the Concessionaire.

Services to be provided by the Concessionaire

10. The Concessionaire shall maintain and keep available for public use, the toilets at Waikino Station during times periodically agreed by both parties.
11. The Concessionaire shall provide accurate information to the public about land managed by the Department of Conservation, local tourist attractions and heritage sites.

Tangata Whenua

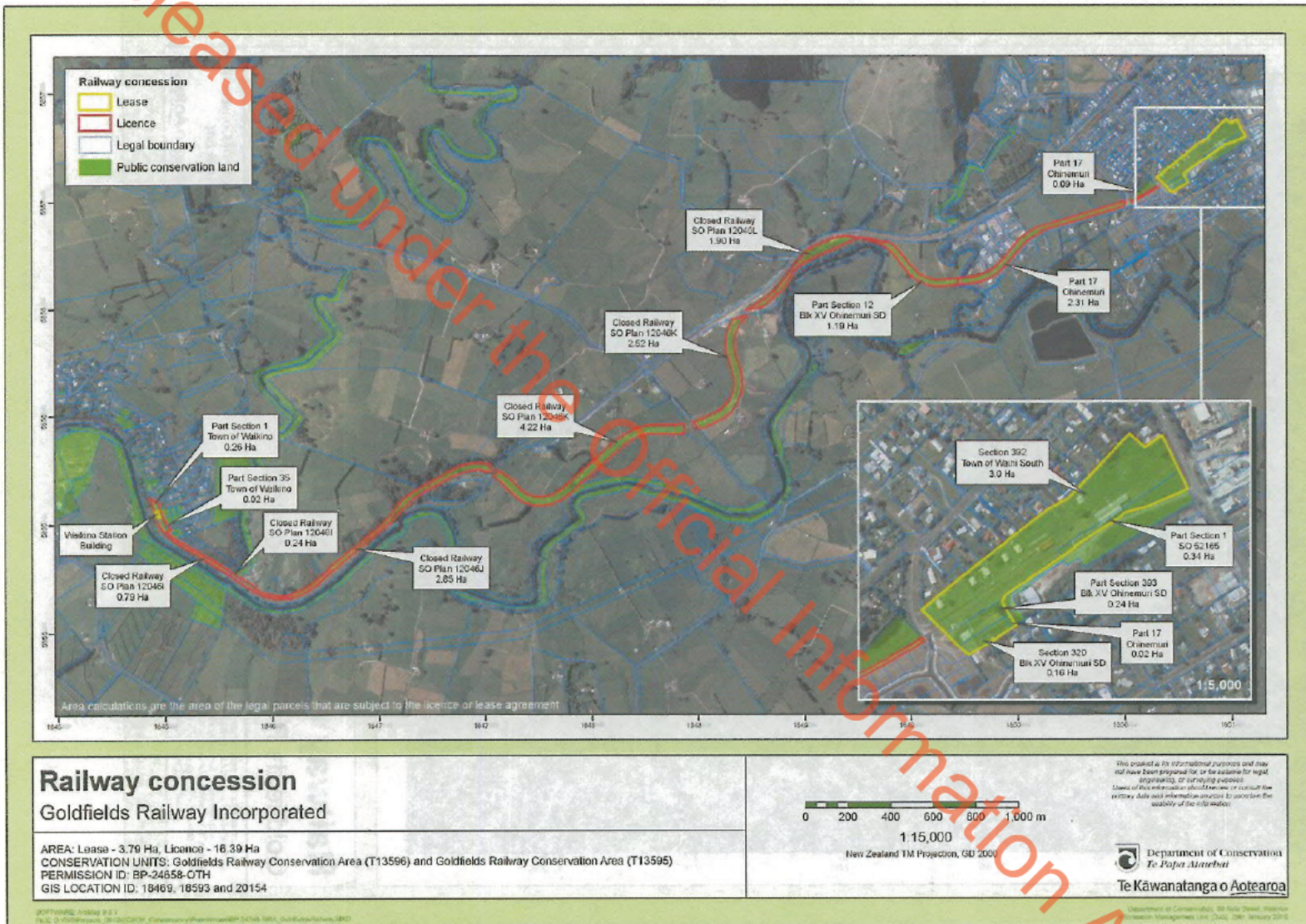
12. Any cultural interpretation to be used will be prepared in consultation with tangata whenua for the permitted areas.
13. Any historical or cultural artefacts found are to be left in place, location recorded and reported to the Department of Conservation, Tauranga Area Office as soon as possible.
14. The Concessionaire acknowledges that the Land included in this Concession may be subject to Treaty of Waitangi grievance claims, and that this Concession may be terminated in whole or in part if the Land is required for the settlement of any Treaty grievance claim.

Monitoring

15. Further to Clause 14.2 of the 'Standard Terms', the monitoring fee identified in Schedule 1 Item 15, shall be payable when requested by the Department. Monitoring visits may be undertaken annually.

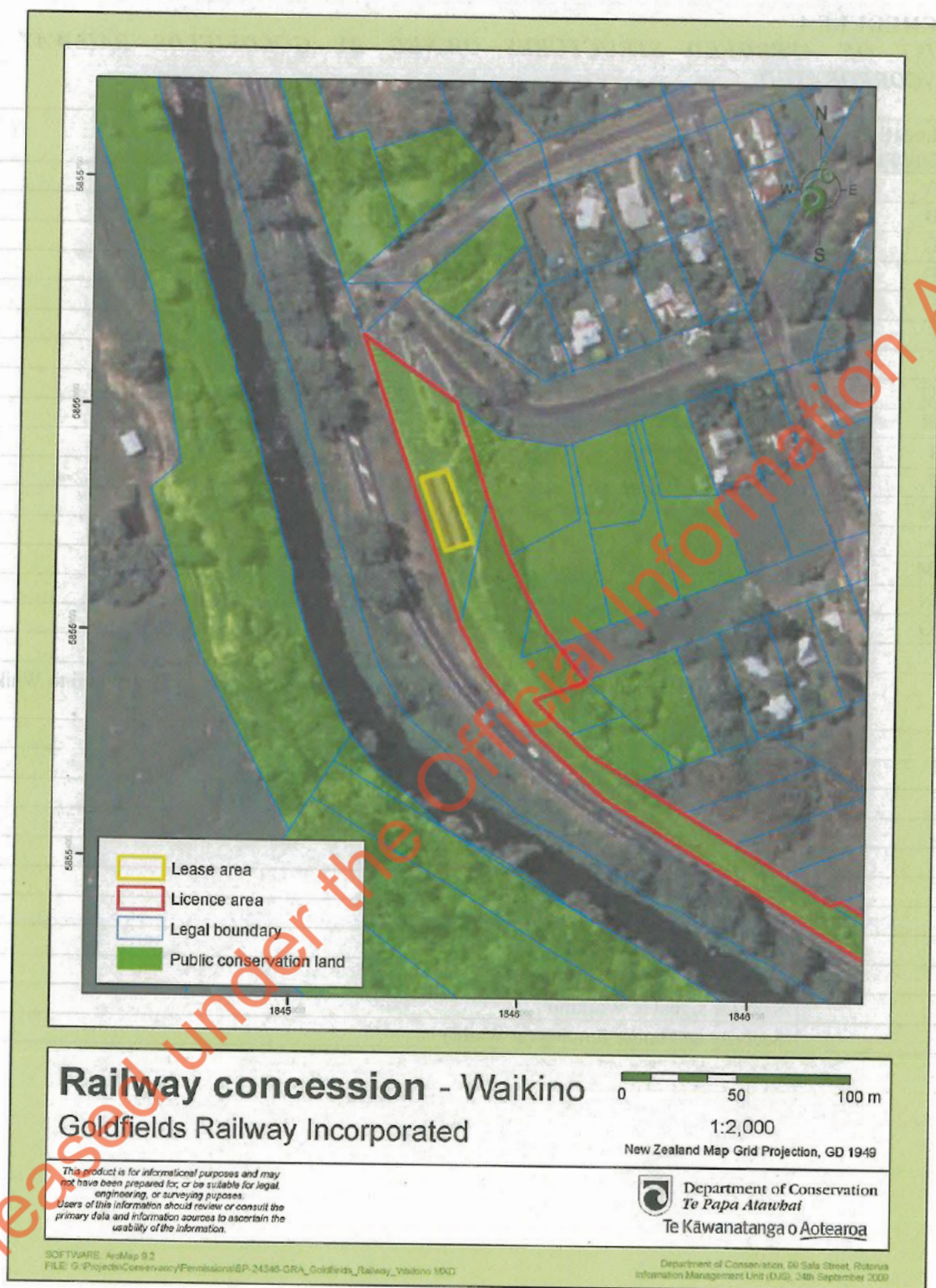
Variation

16. If the whole or any portion of the Land is required for use by the Grantor, the Grantor may vary this Concession at any time in respect of any portion of the Land upon the Grantor giving to the Concessionaire one calendar month's notice in writing or such other time period as the sole opinion of the Grantor appears reasonable and necessary of the Grantor's intention so to vary this Concession. If this Concession is varied then the Grantor may adjust the Concession Fee payable or refund any Concession Fee paid in advance at the Grantor's sole discretion.





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SCHEDULE 4**LIST OF APPROVED STRUCTURES OWNED BY GOLDFIELDS RAILWAY INCORPORATED**

Location on Site Plan	Dwellings
A	House 1 and associated outbuildings
B	House 2
C	House 3 and associated outbuildings
D	House 4 and associated outbuildings
E	House 5 and associated outbuildings
F	House 6 and associated outbuildings
	Buildings at Waihi
G	Locomotive and Rollingstock Shed and Workshop c. 2006
H	Goods Shed c. 1905
I	Railway Station and Platform c. 1905
J	Staff Room c. 1905
K	Old Single Mens' Accomodation Huts x 3 c. 1905
L	Board and Batten Storage Shed c. 1905
M	Public Toilet Block c. 1905
N	Motor Trolly Storage Sheds x 7
O	Railgangers Shed
	Infrastructure
	Railway Tracks & associated fittings (comprising the Waihi Yard, 6.5km Waihi to Waikino, and the Waikino Yard)
	Bridge no 8 (Waikauri River)
	Bridge no 9 (State Highway, Queen's Head overbridge)
	Bridge no 9A (Rail overbridge, McKinney Road, closed)
	Bridge No 11 (Waitete River)
	Other
	Trackside Sheds x 2 at 2.2km & 3.7km marks
	Old water tank foundations x 2
	Wooden Yard Crane
	Semifor signals x 2 at Waihi
	Semifor signal at Waikino
	Security and house fencing (at Waihi)

Waihi Site Plan



s9(2)(a)

SCHEDULE 5

MINISTER'S STRUCTURES AND FACILITIES LOCATED AT WAIKINO

1. Historic Railway Station Building and Platform, circa 1905, known as "Waikino Station"
2. Sewerage system
3. Car Park



Released under the Official Information Act

SCHEDULE 6

PERMITTED ADVERTISING STRUCTURES

1. 'Railway' and 'Café' sign on tanker wagon at Waikino
2. 'Café' sign on grassed area at eastern end of Waikino Station
3. 'Railway' sign at Wrigley Street entrance to Waihi Station
4. 'Railway' sign on Waihi Station building

Released under the Official Information Act

SCHEDULE 1

PERMITTED ADVERTISING STRUCTURES

1. Railway and Light sign on marker wagon in Working
2. Light sign on goods train and of Light in station
3. Railway sign in Working sign on station
4. Railway sign on station building

Released under the Official Information Act



Department of Conservation
Te Papa Atawhai

Concession Number: BP-24658-OTH

Variation of Concession Document

THIS DEED OF VARIATION OF A CONCESSION DOCUMENT is made this ^{5th} day of ^{March} 2014

PARTIES:

1. **Minister of Conservation, (the Grantor)**
2. **Goldfields Railway Incorporated (the Concessionaire)**

BACKGROUND

- A. By a Concession dated the 28th day of June 2010 (the Concession) the Grantor granted a lease/licence 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) The following in added to clause 2 of schedule 1:
 - h) installation of a 7 ¼" miniature railway
 - i) placement of a water tower
 - j) placement of a garage.
- (b) Clause 6 of schedule 1 is amended to read s9(2)(i) "all annual turnover from the preceding financial year excluding donations, grants and membership fees plus GST (Concession Activity Fee) and \$300 per annum plus GST (Concession Management Fee)."
- (c) The following clauses are added to Schedule 2, Special Conditions

17. BUSINESS AND SUCCESSION PLANNING

17.1 Prior to any site preparation or construction beginning, the Concessionaire is to provide to the Grantor proof of secured funding for the completion of the building of the 7 ¼" inch railway.

17.2 The Grantor reserves the right to request further information in respect clause 2.1, and to withhold consent for site preparation or construction to begin until such time as, at the sole discretion of the Grantor, adequate confirmation of funding is provided.

18. 7 ¼" RAILWAY

18.1 Prior to beginning construction of the railway, the Concessionaire is to submit a plan of the route and the materials to be used in construction to the local Grantor's Office. No construction shall be undertaken until

written approval on the plan is received. The Grantor reserves the right to request modifications to any plans received.

18.2 As part of the plan for this structure, the Concessionaire is to undertake plantings of native species to enhance the land. The type and scope of such plantings is to be agreed with the Grantor.

18.3 The Concessionaire is to ensure that they consult with New Zealand Historic Places Trust and abide by any conditions required to preserve an historical aspects of the site.

18.4 The Concessionaire is to ensure that they obtain all necessary permits and consents for this structure prior to construction.

19. WATER TOWER

19.1 The Concessionaire is to ensure that they consult with New Zealand Historic Places Trust and abide by any conditions required to preserve an historical aspects of the site.

19.2 The Concessionaire is to ensure that they obtain all necessary permits and consents for this structure prior to construction.

19.3 The water tower is to be painted in colours sympathetic to the surrounding environment and historic nature of the structure.

20. GARAGE

20.1 The Concessionaire is to ensure that they obtain all necessary permits and consents for this structure prior to construction.

20.2 The garage is to be painted in colours sympathetic to the surrounding environment.

(d) The following items are to be added to schedule 4, List of Approved Structures owned by Goldfields Railway Incorporated:

- 7 1/4" railway;
- Water tower; and
- Garage.

(e) Also inserted to schedule 4 is the map attached as schedule 1 to this contract.

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 Andrew BAUCKE, Conservation Partnerships Manager, Western Bay of Plenty District

acting under delegated authority in the presence of:


The seal of Goldfields Railway Incorporated was affixed in the presence of :

s9(2)(a)

Authorised Signatory

s9(2)(a)

Authorised Signatory

Witness Signature: <u>[Signature]</u>	
Witness Name: <u>MARK ANDERSON</u>	
Witness Occupation: <u>RANGER</u>	
Witness Address: <u>253 CHADWICK RD</u> <u>GREERTON, TIKAHIA</u>	

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

s9(2)(a)

Released under the Official Information Act

Released under the Official Information Act

SCHDEULE 1

MAP



Permission: BP-24658-OTH

9 November 2023

s9(2)(a)

Goldfields Railway Incorporated

goldfieldsrailway@extra.co.nz

Kia ora

Notice of Concession Fee Review Outcome

Your scheduled three-yearly Concession Fee Review for Concession BP-24658-OTH has commenced in line with the terms and conditions of your concession document and Part 3B of the Conservation Act 1987.

Decision

The review has determined that the current Concession Fees are inconsistent with the market value for this activity. As such, your concession fees will increase to the market rate as outlined in the table below.

	Current Fee	Revised Fee
Management Fee	\$550.00 plus GST per annum	\$550.00 plus GST per annum
Activity Fee	s9(2)(j) all annual turnover excluding donations, grants and membership fees plus GST	s9(2)(j) of all annual turnover excluding donations, grants and membership fees plus GST

The revised fees will apply from 1 December 2023.

Activity and compliance monitoring is a requirement of your concession; therefore, a monitoring fee will apply if it is necessary for monitoring to occur. All concessions with monitoring requirements are being updated to the standard rates to ensure consistency in this space. As such, a monitoring fee, as outlined below, will apply.

Revised 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
------------------------	--

These fees will be reassessed at your next Concession Fee Review due on 1 December 2026.

Factors Considered When Setting Fees

Your concession requires DOC to review the concession fees every three years, consistent with requirements set out in the Conservation Act 1987. The concession fee determined during this process may be set at the market value for the activity on public conservation land.

To ensure the fees are set fairly and represent the value of the opportunity granted, a fee-setting framework, based on market value for each type of concession the DOC oversees, is utilised.

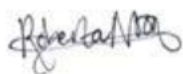
This enables concession fees to be set in an efficient, consistent, and transparent manner and at a level that realises the market value of the activity. The DOC's commercial team frequently reviews

these rates to ensure they remain at the correct market level. This framework can be found on the DOC website.

If you require further information relating to the terms and conditions of this fee review, please refer to your signed concession document. For more details on the framework used to assess ongoing concession fees, please visit the DOC website <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/ongoing-concession-fees/>

If you wish to discuss this or have any further questions, please contact me by email rnoon@doc.govt.nz.

Nāku noa, nā



Roberta Noon
National Transaction Centre Advisor
Department of Conservation | Te Papa Atawhai
Dunedin | Ōtepoti Office
www.doc.govt.nz

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