



West Coast Wind-blown Timber (Conservation Lands) Act Authority

Authority Number:
File Number:

Authority Document under the West Coast Wind-blown Timber (Conservation Lands) Act 2014

THIS AUTHORITY is made this day of

PARTIES:

The Director-General of Conservation (the Grantor)
INSERT NAME HERE (the Authorised Person)

BACKGROUND

- A. The Grantor administers and manages the public conservation lands described in Schedule 1 (the "Site").
- B. Pursuant to section 9 of the *West Coast Wind-blown Timber (Conservation Lands) Act 2014*, the Grantor invited the Authorised Person to apply for an Authority to remove Wind-blown timber from the Site, and the Authorised Person has applied for an Authority.
- C. Section 10(1) of the *West Coast Wind-blown Timber (Conservation Lands) Act 2014* empowers the Grantor to authorise the Authorised Person to remove wind-blown timber from the Site.
- D. The Authorised Person wishes to remove wind-blown timber from the Site subject to the terms and conditions of this Authority.
- E. The Grantor is satisfied that the requirements of the *West Coast Wind-blown Timber (Conservation Lands) Act 2014* have been complied with.
- F. The *West Coast Wind-blown Timber (Conservation Lands) Act 2014* is listed in the First Schedule of the *Conservation Act 1987*. Section 4 of the *Conservation Act 1987* therefore applies, and the *West Coast Wind-blown Timber (Conservation Lands) Act 2014* must be administered so as to give effect to the principles of the Treaty of Waitangi.

OPERATIVE PARTS

- G. In exercise of the Grantor's powers under section 10 of the *West Coast Wind-blown Timber (Conservation Lands) Act 2014*, the Grantor **AUTHORISES** the Authorised Person to remove wind-blown timber from the Site subject to the terms and conditions contained in this Authority and its Schedules as listed below:

Schedule 1: Key Conditions
Schedule 2: Standard Conditions
Schedule 3: Special Conditions

Schedule 4: Map/s or Plan/s
Schedule 5: Didymo (and other freshwater pests) prevention guidelines

SIGNED on behalf of the Grantor by [insert name and title of delegate]

_____ acting under delegated authority in the presence of:

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

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

SIGNED by [*insert name of individual*] as Authorised Person:

Or

SIGNED by [*insert name of Company*] Limited as Authorised Person by:

_____ Director (Name)

_____ Director (Name)

Or

NOTE: the following execution clause may only be used if you have checked the Company records at the Companies Office and have confirmed that the Company has only one Director

SIGNED by [*insert name of Company*] Limited as Authorised Person by its sole Director [*insert name*]:

_____ in the presence of:

Witness

Signature: _____

Witness

Name: _____

Witness

Occupation: _____

Witness

Address: _____

Or

SIGNED on behalf of [*insert name of partnership*] as Authorised Person by:

[insert name of partner]
in the presence of:

Witness

Signature: _____

Witness

Name: _____

Witness

Occupation: _____

Witness

Address: _____

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SCHEDULE 1 KEY CONDITIONS

1.	The Site	<p>As marked on the attached Map or Plan in Schedule 4 of this Authority being:</p> <p>Physical Description/Common Name:</p> <p>Land Status: <i>(can only be certain Conservation Areas and/or Reserves – if there is more than one protected area, list them all here).</i></p> <p>Area: <i>(in hectares).</i></p> <p>Legal Description: <i>(Survey description i.e. Lot #, SD or DP # etc).</i></p> <p>Map Reference: <i>(Topo 50 map reference).</i></p>
2.	Authorised Activity	<p><i>[Describe activity, e.g.:]</i></p> <p><i>Helicopter assisted removal of up to # proportion of timber irreversibly damaged by Cyclone Ita; and</i></p> <p><i>Up to # Helicopter landings</i></p> <p>Maximum Proportion of Timber to be Removed</p> <p>2. The Authorised Person must only remove from the Site up to a maximum of ____% of the wind-blown timber.</p> <p>Restriction on Use of Timber</p> <p>3. Wind-blown timber must only be removed in accordance with this Authority and must only be used for at least 1 of the following purposes:</p> <p>(a) sawn or cut wood (other than firewood or woodchips); and/or</p> <p>(b) finished or manufactured indigenous timber products; and/or</p> <p>(c) _____ product or products</p>
3.	Term	<p>____ Months <i>(should be 3 to 6 months maximum)</i> commencing on _____</p>
4.	Final Expiry Date	
5.	Bond/Bank Guarantee sum	<p><i>To cover any breach of the conditions of this Authority</i></p> <p>Required/Not Required</p>
6.	Fees and Royalties	<p>Royalty:</p> <p><i>For example:</i></p> <p><i>\$ per cubic metre of ____ grade rimu removed from the Site</i></p> <p>Authority Monitoring Fee</p> <p>The Authorised Person must pay standard Department charge-out rates or external consultant charge-out rates for any staff/consultant time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of this Authority.</p>
7.	Activity Return Date(s) (See DOC website for current Return form)	<p>Due monthly (depends on term of authority)</p>

8.	Fee Payment Date(s)	____/____/____(Monthly/quarterly from date Authority commences)
9.	Penalty Interest Rate	Double the current Official Cash Rate (OCR). (See Reserve Bank of New Zealand website)
10.	Insurance (to be obtained by the Authorised Person)	<p><u>Types and amounts:</u></p> <p>(a) General Public Liability for an amount no less than NZ \$_____ including Forest & Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$_____</p> <p>(b) Motor Vehicle Third Party for an amount no less than NZ \$_____ (<i>only if a Motor Vehicle?</i>)</p> <p>(c) The Authorised Person must ensure that any aircraft used or engaged by the Authorised Person to carry out all or part of the Wind-blown timber removal holds Aviation Legal Liability for an amount no less than NZ \$_____ (<i>only if aircraft e.g. helicopters are to be used</i>)</p> <p>(d) Other Policies and amounts (<i>insert relevant policies and amounts or delete as appropriate</i>).</p> <p><i>Other insurance types and amounts may be included depending on the risks associated with the Authorised Activity</i></p>
11.	Health and Safety	Audited safety management system required
12.	Addresses for Notices	<p>The Grantor's address:</p> <p>Permissions/SLM Manager Hokitika Shared Service Centre Private Bag 701 HOKITIKA 7842 Phone: (03)756-9100 Fax: (03) 756-9195 Email: permissionshokitika@doc.govt.nz</p> <p>The Authorised Person's address in New Zealand is:</p> <p>Street address: Phone: Fax: Email:</p>
13.	Special Conditions	See Schedule 3.

Note: Please initial each page of this Authority

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

1.1 “Act” means the *West Coast Windblown Timber (Conservation Lands) Act 2014*.

“Authority” means this Authority.

“Authorised Activity” means the activity/ies set out in Schedule 1, Condition 2 of this Authority.

“Authorised Person” includes the Authorised Person, its directors, employees, contractors, agents and assignees.

“Department” means the Department of Conservation.

“Director-General” means the Director-General of Conservation

“Finished or manufactured indigenous timber products” has the same meaning as defined by section 2(1) of the *Forests Act 1949*.

“Grantor” means the Director-General or delegate, the Department, and the Director-General’s authorised employees, agents or contractors.

“Site” means the public conservation land described in Schedule 1, Condition 1.

“Wind-blown timber removal” means the removal of Wind-blown timber from the Site, authorised under section 10 of the Act.

“Cyclone Ita” and “irreversibly damaged” and “timber” and “wind-blown timber” have the same meanings as defined by section 2 of the Act.

2. Authorised Activity

2.1 The Authorised Person may use the Site for the Authorised Activity described in Schedule 1 Condition 2.

2.2 The Authorised Person must comply with this Authority and Work Plan. Where obligations bind more than one person, those obligations bind those persons jointly and severally.

2.3 The Authorised Person is responsible for the acts and omissions of its directors, employees, contractors, agents and assignees. The Authorised Person is liable under this Authority for any breach of the conditions of the Authority by its directors, employees, contractors, agents and assignees as if the breach had been committed by the Authorised Person.

2.4 The Authorised Person must exercise reasonable skill, care and diligence in carrying out the Authorised Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people carrying out such activities.

2.5 Before entering in or on to the Site for the purpose of commencing the Authorised Activity the Authorised Person must provide to the Grantor for approval a Work Plan required by Condition 1 of Schedule 3.

2.6 The Authorised Person must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

3. Term

3.1 This Authority commences and ends on the dates set out in Schedule 1, Conditions 3 and 4.

4. Inform Relevant District Office

4.1 The Authorised Person must inform the Grantor of dates, duration and location of the Authorised Activity by notice five working days prior to carrying out the Authorised Activity on the Site.

5. Log Tracking/Tagging, Logbook and Activity Return Form

5.1 The Authorised Person must complete Activity Return forms in the format set out on the DOC website.

5.2 Where the Authorised Person has removed timber from the Site, the Authorised Person must ensure that:

- (a) GPS waypoints and NZTM2000 coordinates are recorded for the location of each individual tree/stump; and
- (b) all logs cut in the forest have an individually numbered identification tag attached to the stump and a matching identification number marked on the logs. If the logs are cut into timber on the Site then each part of the log must have a matching identification number marked on the large end.
- (c) photographs are taken of each individual tree in situ, prior to any preparation, milling and/or extraction; and
- (d) the volume (cubic metres) of timber removed from the Site is measured and recorded in a logbook, prior to being removed from the Site. The logbook must detail any calculations used to determine the volume and record the name of the operator, date and time. A copy of the logbook entries will be made available to the Department on request.

5.3 The Authorised Person must ensure that the Activity Return form includes the above information and is submitted to the Department on the date/s specified in Condition 7, Schedule 1.

5.4 The Authorised Person must comply with the Ministry for Primary Industries (MPI) "Indigenous Forestry: Measuring Indigenous trees and logs – A Field Guide" or its successor (<http://www.mpi.govt.nz/news-resources/publications.aspx?title=Measuring%20Indigenous%20Trees%20and%20Logs>)

5.5 The Grantor may request any further or different activity related information to better monitor and determine any effects of the Authorised Activity on the Site.

6. Fees and Royalties

6.1 The Authorised Person must pay to the Grantor in the manner directed by the Grantor the Royalty(ies) and/or Monitoring Fee(s) specified in Schedule 1, Condition 6 on the Fee Payment Date specified in Schedule 1, Condition 8.

6.2 If the Authorised Person fails to make payment within 14 days of the Fee Payment Date then the Authorised Person is to pay interest on the unpaid Fee(s) from the Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Schedule 1, Condition 9.

7. Other charges

7.1 The Authorised Person must pay all levies, rates and other charges, including utility charges payable in respect of the Site or for the services provided to the Site which relate to the Authorised Person's use of the Site or the carrying on of the Authorised 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 Authorised Person 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 Authorised Person 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 Schedule 1, Condition 9.

8. Assignment

- 8.1 The Authorised Person must not transfer, sub licence, assign, mortgage or otherwise dispose of the Authorised Person's interest under this Authority or any part of it without the prior written consent of the Director-General. The Director-General may refuse to give consent, such consent shall not be unreasonably withheld, or grant consent subject to such conditions as he or she thinks fit including, but not limited to, varying any of the terms or conditions of this Authority.
- 8.2 If the Grantor gives consent under this clause then the Authorised Person remains liable to observe and perform the terms and conditions of this Authority throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Authority.
- 8.3 The Authorised Person must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 8.4 If the Authorised Person is not a publicly listed company then any change in the shareholding of the Authorised Person altering the effective control of the Authorised Person is to be deemed to be an assignment and requires the consent of the Grantor.

9. Protection of the environment

- 9.1 Except where the Authorised Person is carrying out the Authorised Activity the Authorised Person must not, whether by act or omission:
- (a) interfere with, take, remove, damage, disturb, or endanger the natural features, animals, plants, water, soil, hydrology or historic resources on the Site (or any other adjoining or proximate land administered by the Department); or
 - (b) bring any plants, animals, or firearms on to the Site (or any other adjoining or proximate land administered by the Department); or
 - (c) deposit on the Site debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Site (or any other adjoining or proximate land administered by the Department); or
 - (d) pile or store materials in any place on the Site (or any other adjoining or proximate land administered by the Department); or
 - (e) erect any structure on the Site (or any other adjoining or proximate land administered by the Department); or
 - (f) conduct any noxious, noisome, dangerous or offensive activity on the Site (or any other adjoining or proximate land administered by the Department); or
 - (g) bury any toilet waste within 50 metres of a water source on the Site (or on adjoining or proximate land administered by the Department); or
 - (h) bury any animal or fish carcass, offal and/or by-products within 50 metres of any water body, waterway or watercourse or public access way.

- 9.2 The Authorised Person must ensure that the Authorised Activity is undertaken so that:
- (a) adverse effects on the environment are kept to a minimum; and
 - (b) conservation is not unreasonably affected; and
 - (c) significant soil disturbance is not caused; and
 - (d) effects are not contrary to the purpose of the *Resource Management Act 1991*; and
 - (e) it does not breach any regulations made under section 43 of the *Resource Management Act 1991*.
- 9.3 The Authorised Person must ensure that the Authorised Activity does not result in any damage to other vegetation, other than minor trimming or cutting reasonably necessary for the safe and efficient removal of timber.
- 9.4 The Authorised Person must ensure that the following are minimised:
- (a) compaction of soil; and
 - (b) disturbance to existing regenerating vegetation and undergrowth.
- 9.5 The Authorised Person must ensure that any logs/timber are removed from the Site within 20 working days of the logs/timber being sawn or stockpiled, unless otherwise approved by the Grantor.
- 9.6 The Authorised Person must take all practicable measures to minimise the discharge of dust, fumes and other pollutants beyond the boundary of the Site.

Freshwater

- 9.7 The Authorised Person must ensure that when timber is removed from waterways there is no disturbance to the bed or banks of the waterways
- 9.8 The Authorised Person must ensure that waterways are not dammed or diverted.
- 9.9 The Authorised Person must ensure that no branches and/or trimming cuttings/debris are deposited in any waterway.
- 9.10 The Authorised Person must ensure soil disturbance is minimised and any incidental discharge of sediment to waterways is avoided.
- 9.11 Prior to entering the Site or moving between sites, the Authorised Person must clean all machinery and equipment so that it is free of weed seeds, plant fragments and mud.
- 9.12 The Authorised Person must ensure that all staff clean their footwear, gaiters, packs and all other equipment so that they are free of any weed seeds, plant fragments and mud, prior to entering the Site.
- 9.13 The Authorised Person must notify the Grantor if any new weed species appear on the Site
- 9.14 The Authorised Person must:
- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Authorised Activity;

- (b) not light or permit to be lit any fire on the Site or any other adjoining or proximate land administered by the Department; and
 - (c) comply with any of the Grantor's requirements for fire warning and safety equipment and for firefighting equipment to be kept on the Site at all times.
- 9.15 The Authorised Person must ensure any refuelling, lubrication and/or maintenance and mechanical repairs on machinery are undertaken in a location where any spillages can be contained. No refuelling is to take place within 10m of any waterway.
- 9.16 The Authorised Person must ensure that an Oil and Fuel Spill Kits kept on site sufficient to deal with any fuel spills
- 9.17 The Authorised Person must take all practicable measures to prevent leaks and spills of fuel or any other hazardous substance. In the event of a spill the Authorised Person shall:
- (a) clean up the spill as soon as practicable, and take measures to prevent a recurrence; and
 - (b) inform the Grantor and the West Coast Regional Council within 24 hours of the location and volume of the spill, clean up procedures undertaken to remediate the effects of the spill on the receiving environment; and
 - (c) notify the user/users of any downstream registered drinking water supply.
- 9.18 Unless specifically approved by the Grantor, the Authorised Person must ensure that only hand tools, hand winches, chainsaws and portable mills necessary to enable the breakdown of timber for aerial recovery are used on the Site.
- 9.19 Unless specifically approved by the Grantor, the Authorised Person must not use any ground-based machinery, including without limitation; excavators, skidders, bulldozers or tractors.
- 9.20 The Authorised Person must ensure that;
- (a) any *protected New Zealand object, or taonga tūturu* (as defined by the *Protected Objects Act 1975*), or object of historic significance found in the area or on the Site must be left *in situ*, and the Grantor and Secretary of Internal Affairs notified as soon as reasonably practicable;
 - (b) upon the discovery of any historical or archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Authorised Activity will immediately cease and the Authorised Person will protect from damage any such object or artefact, and will forthwith notify the Grantor. Conditions protecting the historical or archaeological object or artefact, will be defined by the Grantor and/or Heritage New Zealand Pouhere Taonga, and must be adhered to by the Authorised Person; and
 - (c) the location and details of any historic site and object/artefact found on, in or under the Site are recorded. The Authorised Person will protect from damage any historic site and object/artefact, and contact the Grantor on finding any such sites and objects/artefacts.
- 9.21 The Authorised Person 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*.
- 9.22 No pounamu may be removed or recovered by the Authorised Person unless written authorisation is first obtained from Te Rūnanga o Ngāi Tahu.
- 9.23 Where any pounamu is found by the Authorised Person on or under the Site during the course of carrying out the Authorised Activity, the Authorised Person is required to immediately notify:

- (a) the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, Ph. 0800 Kai Tahu (0800 524 8248); and
- (b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: francois@ngatiwaewae.org.nz; and/or
- (c) Tumuaki, Te Rūnanga o Makaawhio, Level 1, 99 Revell St, PO Box 225, HOKITIKA 7842, Ph 03 755 7885, Fax 03 755 6885.

9.24 The Authorised Person must, at the request of the 'Pounamu Committee' of Te Rūnanga o Ngāti Waewae, allow and accommodate a site visit by members of that committee.

9.25 The Authorised Person must immediately report to the Grantor any act in contravention of Conditions 9.1 to 9.24 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

10. Authorised Person's liabilities

10.1 The Authorised Person agrees to exercise the Authority at the Authorised Person'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 Authorised Person's exercise of the Authorised Activity on the Site.

10.2 The Authorised Person 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 Authorised Person's exercise of the Authorised Activity.

10.3 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.

10.4 The Authorised Person 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.

10.5 Without prejudice to or in any way limiting its liability under this clause 10, the Authorised Person at their expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Condition 10 of Schedule 1 with a substantial and reputable insurer.

10.6 The Authorised Person must provide the Grantor within five working days of the Grantor so requesting:

- (a) details of any insurance policies required to be obtained under this Authority, including any renewal policies if such renewal occurs during the Term ; and/or

- (b) a copy of current certificates of such policies.

11. Bond

11.1 Prior to commencing the Authorised Activity the Authorised Person must, if required by the Grantor, provide a bond to ensure compliance by the Authorised Person with the conditions of this agreement. The bond will be in a form approved by the Grantor and the initial bond will not be less than the sum specified in Condition 5 of Schedule 1.

- 11.2 Notwithstanding Condition 11.1 the Grantor may during the Term require the bond amount to be increased or decreased.
- 11.3 The bond or bonds will not be released and will remain effective until such time as all conditions of this Authority have been complied with, notwithstanding the completion of the Authorised Activity. In the event that there is an adverse effect, whether during or after the completion of the Authorised Activity, which is not permitted by this Authority and could not have reasonably been foreseen, the Authorised Person will take all action necessary to mitigate or remedy those adverse effects. If the Authorised Person fails to mitigate or remedy those adverse effects to the Grantor's satisfaction, the Grantor may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond or bonds.
- 11.4 If the Authorised Person breaches any condition of this Authority the Grantor may call on the bond or bonds, or any portion thereof to ensure compliance with the conditions (including the payment of any fees) of this Authority.

12. Compliance obligations of the Authorised Person

- 12.1 The Authorised Person must comply where relevant:
- (a) with all statutes, bylaws and regulations, and all notices and requisitions of any competent authority relating to the conduct of the Authorised Activity; and
 - (b) with all reasonable notices and directions of the Grantor concerning the Authorised Activity on the Site.
 - (c) With all Department signs and notices placed on or affecting the Site.
- 12.2 The Authorised Person must comply with all guidelines and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* and any other pest organism identified during the term of this Authority. Refer to <http://www.biosecurity.govt.nz/didymo>. The Authorised Person must regularly check this website and update their precautions accordingly.

13. Health and Safety

- 13.1 The Authorised Person must exercise the rights granted by this Authority in a safe and reliable manner and must comply with:
- (a) the Health and Safety in Employment Act 1992 and its regulations, amendments or with any new Act in substitution for it;
 - (b) the Ministry of Business Innovation and Employment (MBIE) "Approved Code of Practice for Safety and Health in Forest Operations" or its successor (<http://www.business.govt.nz/worksafe/information-guidance/all-guidance-items/acop-forest-operations/forest-operations.pdf>), and
 - (c) all other provisions or requirements of any competent authority relating to the exercise of this Authority.
- 13.2 The Authorised Person must have a safety management system and have it audited by a suitably qualified person approved by the Grantor. The Grantor may also require the Authorised Person to forward a copy of the audited safety management system to the Grantor:
- (a) if the Authorised Person amends or replaces the safety management system then within five working days of the amendment or replacement system taking effect the Authorised Person must supply the Grantor with a copy of the amended or replacement system and supply a certificate from the auditor that the safety management system is suitable for the Authorised Activity;

- (b) the Grantor's receipt of the audited safety management system does not in any way limit the obligations of the Authorised Person under Condition 13.1 and is not to be construed as implying any responsibility or liability on the part of the Grantor; and
- (c) the Authorised Person must comply with the safety management system and any authorised amendments to it.

13.3 The Authorised Person must prepare a Site specific safety plan and have it assessed by a suitably qualified person approved by the Grantor. The Grantor may also require the Authorised Person to forward a copy of the assessed safety plan to the Grantor:

- (a) if the Authorised Person amends or replaces the safety plan then within five working days of the amendment or replacement plan taking effect the Authorised Person must supply the Grantor and supply a certificate from the assessor that the safety plan is suitable for the Authorised Activity;
- (b) the Grantor's receipt of the assessed safety plan does not in any way limit the obligations of the Authorised Person under Condition 13.1 and is not to be construed as implying any responsibility or liability on the part of the Grantor; and

13.4 The Authorised Person must:

- (a) within 24 hours of its occurrence, notify the Grantor of any natural events or activities on the Site or the surrounding area which may endanger the public, the Authorised Person's employees, contractors or agent, or the environment; and
- (b) take all reasonable steps to protect the safety of all persons present on the Site in the vicinity of the Authorised Activity and must, when required by the Grantor, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Authorised Activity; and
- (c) take all reasonable steps to eliminate any hazards to the public of which the Authorised Person is aware; take all reasonable steps to mitigate any hazards to the public; and isolate any remaining hazards; and
- (d) report all accidents or incidents of whatever nature within 24 hours of their occurrence, and whether or not the subject of an official search and rescue operation or treatment by medical personnel, to the Grantor and supply at the Grantor's request a report in writing of any such accident or incident; and
- (e) not bring onto the Site or any land administered by the Department any dangerous or hazardous material or equipment which is not required for the purposes of the Authorised Activity; and if such material or equipment is required as part of the Authorised Activity, the Authorised Person must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

13.5 The Grantor may enquire in to the cause of any accident or incident referred to in Condition 13.4(d). If, in the opinion of the Grantor, the enquiry reveals that a reasonable standard of safety was not maintained and/or the Authorised Person or the Authorised Person's directors, employees, contractors or agents breached a safety plan required by the Grantor under Condition 13.3, then the Grantor may terminate this Authority. The Authorised Person must at the request of the Grantor make available any of the Authorised Person's directors, employees, contractors or agents who in the opinion of the Grantor might assist in any such enquiry.

13.6 The Authorised Person must comply with:

- (a) the audited safety management system required by Condition 13.2; and

- (b) the assessed safety plan required by Condition 13.3, any assessed and approved amendments to it.

14. Helicopters

14.1 The Authorised Person must ensure that:

- (a) Any aircraft operator it engages or uses to carry out any lawful activities incidental to the Authorised Activity holds a complete and accurate copy of this Authority and this must be sighted by the pilot of the aircraft prior to undertaking the Authorised Activity; and
- (b) as far as practicable, flying over tramping routes, tracks and other visitor facilities is avoided; and
- (c) idle times on the ground are kept to a practicable minimum; and

15. Public access to and closure of the Site

15.1 The Authorised Person acknowledges that the public conservation land being part of the Site 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.

16. Suspension or termination of Authority

16.1 The Grantor may temporarily suspend or terminate this Authority at any time in respect of the whole or any part of the Site if:

- (a) the Authorised Person breaches any of the conditions of this Authority; or
- (b) the Authorised Person fails to pay any fees payable under this Authority; or
- (c) in the Grantor's opinion, the Authorised Activity
 - i. causes or is likely to cause any unforeseen or unacceptable effects, including cultural effects; or
 - ii. unreasonably affects conservation in/on the Site; or
 - iii. causes significant soil disturbance; or
 - iv. there is a temporary risk to any natural or historic resource on or in the vicinity of the Site 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 Authority on the part of the Authorised Person; or
- (d) an accident has occurred and is being investigated.

16.2 The Grantor may suspend this Authority while the Grantor or any other enforcement agency investigates any of the circumstances contemplated in Condition 16.1 and may continue the suspension to allow time for the Authorised Person to remedy, avoid or mitigate the adverse effects to the satisfaction of the Grantor, if required

16.3 Any temporary suspension may, at the sole discretion of the Grantor be either in whole or in part, and be either immediate or after such time as the Grantor allows. Advice of such suspension will be given to the Authorised Person by notice in writing.

16.4 If the Grantor terminates this Authority, the Grantor must give the Authorised Person either:

- (a) two weeks' notice in writing; or
- (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary

16.5 The Grantor will not be liable to the Authorised Person for any loss sustained by reason of the suspension or termination of the Authority under Condition 15.

17. Offences

17.1 Where any breach of this Authority by the Authorised Person constitutes an offence under the *Conservation Act 1987* or any of the Acts listed in the First Schedule to the Act, the *Forests Act 1949*, or any other Acts relevant to the Authorised Activity no waiver or failure to act by the Grantor under this Authority is to preclude the Grantor or other enforcement agency from prosecuting the Authorised Person

18. Dispute Resolution

18.1 If a dispute arises between the parties in connection with this Authority the parties may, 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.

18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to arbitration which is to be carried out in accordance with the provisions of the *Arbitration Act 1996*. The number of arbitrators is to be one and the place of arbitration is New Zealand. Any costs of arbitration are to be shared equally unless the arbitrator determines otherwise.

18.3 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.

18.4 The arbitrator must include in the arbitration award reasons for the determination. The decision of the arbitrator shall be final, subject to any remedies available to either party under the *Arbitration Act 1996*.

18.5 Conditions 12.1 to 12.4 shall not apply to the Grantor's suspension and termination powers under condition 10.1 to 10.4

19. Notices

19.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, fax, by pre paid post or email to the Authorised Person at the address, fax number or email address specified in Schedule 1, Condition 12. 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.

- 13.2 If the Authorised Person's details specified in Schedule 1, Condition 12 change then the Authorised Person must notify the Grantor within five working days of such change.
- 20. Amendments**
- 20.1 This Authority may be amended:
- (a) by agreement between the Grantor and the Authorised Person; or
 - (b) if in the sole opinion of the Grantor, the amendment is necessary to address adverse effects of the Authorised Activity on the Site that were not reasonably foreseeable at the time that this Authority was granted.
- 20.2 Section 10 of the Act shall apply to any amendment or amendments to this Authority.
- 21. Supply of Information**
- 21.1 The Authorised Person must provide to the Grantor all information that the Grantor may require from time to time in respect of the use of the Site and any machinery or equipment thereon including any details concerning the Authorised Activity and details concerning the numbers or identity of people employed by the Authorised Person or permitted or allowed by the Authorised Person to come onto the Site.
- 22. Grantor's rights to enter on Site**
- 22.1 The Grantor may enter the Site, at any time:
- (a) for the exercise of the Grantor's functions and powers in respect of the Site; or
 - (b) to inspect the Site or to consider approval of any Work Plan or other plans, or to monitor compliance with this Authority.
- 22.2 Monitoring may include but is not limited to, the taking of wood, vegetation, soil and water samples, and the taking of a photographic, digital or electronic record of activities occurring on the Site subject to the Authority.
- 23. Care of the Site following Termination or expiry of Authority**
- 23.1 The Authorised Person must, unless the Grantor gives written notice, remove all machinery, structures and other improvements on the Site.
- 23.2 The Authorised Person must remove from the Site all materials including rubbish, associated with the Authorised Activity (excluding saw dust), unless the Grantor has given prior written approval for the item(s) to remain.
- 23.3 Removal under this clause 23 must occur before the Final Expiry Date, unless the Grantor has given prior written approval.
- 24. Grant of other Authorities**
- 24.1 The Authorised Person acknowledges that the Grantor may Grant other Authorities over the Site.
- 25. New Zealand Law Applies**
- 25.1 This Authority will be governed by New Zealand law and any disputes shall be determined in New Zealand

26. Special Conditions

26.1 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.

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SCHEDULE 3

SPECIAL CONDITIONS

Work Plan

1. The approved Work Plan must include:
 - (a) A recent high resolution aerial photograph or plan at an appropriate scale showing the proposed boundary of the Site and the location of all proposed Authorised Activities to be undertaken within the Site for the forthcoming ____ months.
 - (b) A detailed description of all Authorised Activities, mitigation measures, monitoring and reporting proposed to be carried out in the next ____ months with an approximate timetable of events.
 - (c) Timber species, specifications and volumes proposed to be removed and the associated stumpage prices.
 - (d) Timber destination and how the timber would be used.
 - (e) Proof of an audited Health and Safety Management System and the site specific safety plan.
 - (f) A list of all machinery and equipment proposed to be used on the Site, including the type, colour, registration and owner of all aircraft.
 - (g) A list of hazardous substances/potentially contaminating materials proposed to be stored or used on the Site including details of maximum volumes and secondary containment.
 - (h) Any other information, plans or statutory documents required by other conditions of this Authority
2. The Authorised Person must undertake all Authorised Activities in accordance with the approved Work Plan.
3. The Authorised Person may, at any time, submit to the Grantor for approval an amended Work Plan.

Noise

4. The Authorised Person must ensure that noise is kept to a minimum and does not exceed #decibels at the boundary of the Site.
5. Hours of operation will be from 0700 to 1800 hours Monday to Friday.

Helicopter Noise Abatement

If the activity is undertaken in any of the locations listed as needing noise abatement:

The Authorised Person must hold accreditation with a recognised noise abatement and disputes resolution programme. The Authorised Person must provide proof that such accreditation has been completed, if so required by the Grantor, and must keep their participation in that programme or training current until the Final Expiry Date.

OR if the activity is in a location not listed as currently needing noise abatement:

During the term of the Authority, where Grantor believes that the effects of aircraft noise should be further reduced, the Grantor may, by notice, require the Authorised Person to either undertake measures to minimise the effects of noise on conservation values or become accredited to a recognised noise abatement and disputes resolution programme. If such notice is given by the Grantor, the Authorised Person must

(i) if required to undertake measures to minimise the effects of noise on conservation values within 2 weeks from receiving the notice undertake those measures to the satisfaction of the Grantor until the Final Expiry Date.

(ii) if required to become accredited to a recognised noise abatement and disputes resolution programme within 2 weeks from receiving the notice provide proof to the Grantor that such accreditation has been completed and must keep their participation in that programme or training current until the Final Expiry Date.

The Grantor may, at any time, issue a subsequent notice(s) requiring the Authorised Person to implement the other option.

Fuel:

Type of container

Quantity

Oil and Fuel Spill Kit

Protection of Wildlife

Specific Conditions to protect wildlife may be inserted here depending on the site and/or conservation values at that Site.

Freshwater

Specific Conditions to protect freshwater and aquatic species may be inserted here depending on the site and/or conservation values at that Site.

Rehabilitation

Specific Conditions to regarding rehabilitation of the Site may be inserted here depending on the Authorised Activity and/or the Site

SCHEDULE 4

REFER TO ATTACHED PLAN OR MAP

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SCHEDULE 5

DIDYMO (AND OTHER FRESHWATER PESTS) PREVENTION GUIDELINES

Stop the spread

Didymo is an invasive freshwater alga that can form massive blooms, smothering rocks, submerged plants and other material. Didymo is made up of cells that cannot be seen with the naked eye until large colonies form. It can take only one live didymo cell to be transported to a nearby waterway for didymo to become established.

Didymo is an unwanted organism under the Biosecurity Act 1993. Under the Act, it is illegal to release, spread, sell or breed unwanted organisms. There is a \$100,000 fine or five years imprisonment for people caught doing so.

To ensure you do not spread didymo, wherever possible restrict equipment, vehicles, boats, clothing and other items for exclusive use in a single waterway.

The Authorised Person must:

1. Before entering a waterway, ensure all equipment, clothing and vehicles that have been in contact with another waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
2. When leaving a waterway, ensure all equipment, clothing and vehicles that have been in contact with the waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
3. Not move fish, plants, rocks and other river/lake items between waterways.
4. Ensure felt-soled footwear is not worn in any waterway.

Cleaning methods - didymo

CHECK: Before you leave a river or lake, remove all obvious clumps of algae and look for hidden clumps—leave them at the affected site. If you find any later, treat and put in rubbish. Do not wash down drains.	CLEAN: There are several ways to kill didymo. Choose the most practical treatment for your situation which will not adversely affect your gear.
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Non-absorbent items		
Detergent: soak or spray all surfaces for at least one minute in 5% dishwashing detergent or nappy cleaner (two large cups or 500 mls with water added to make 10 litres);	OR	Bleach: soak or spray all surfaces for at least one minute in 2% household bleach (one small cup or 200 mls with water added to make 10 litres);

Absorbent items require longer soaking times to allow thorough saturation.	Hot water: soak for at least 40 minutes in hot water kept above 45 °C; OR	Freezing any item until solid will also kill didymo.
Hot water: soak for at least one minute in very hot water kept above 60 °C (hotter than most tap water) or for at least 20 minutes in hot water kept above 45 °C (uncomfortable to touch).	Hot water plus detergent: soak for 30 minutes in hot water kept above 45 °C containing 5% dishwashing detergent or nappy cleaner; OR	NOTE: The thicker and denser the material, the better it will be at holding moisture and live cells, the slower it will be to dry out and the more difficult it will be to soak completely with cleaning solutions.

<p>DRY: Drying will kill didymo, but slightly moist didymo can survive for months. To ensure didymo cells are dead by drying, the item must be completely dry to the touch, inside and out, then left dry for at least another 48 hours before use.</p>	<p>If cleaning or drying is not practical, restrict equipment to a single waterway.</p>	<p>To report a suspected find of didymo, please call 0800 80 99 66</p>
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NB: When decontaminating equipment for didymo, it is recommended that you:

- Soak porous materials long enough to ensure cleaning solution has gone right through the item before soaking for the required decontamination time and choose a decontamination solution that will not adversely affect your equipment.
- Follow manufacturer's safety instructions when using products and dispose of cleaning waste well away from waterways.

The above didymo decontamination measures are sourced from the MPI website www.biosecurity.govt.nz/didymo
Please visit this site for further information or instructions on cleaning methods for specific activities

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