



## Concession Document (Lease and Licence)

Concession Number: 118471-SKI

**THIS CONCESSION** is made this 28 day of April 2025

### **PARTIES:**

**Minister of Conservation** (the Grantor)



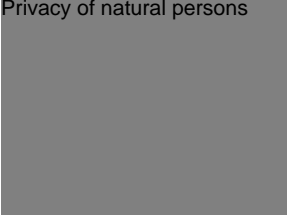
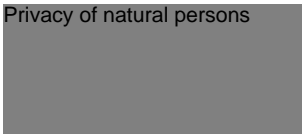
**Whakapapa Holdings 2024 Limited** (the Concessionaire)

### **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.
- I. The Department acknowledges that Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 and He Kaupapa Rangatira provide for the Department to engage in direct and meaningful conversations with hapū and Iwi regarding the tāonga over which these arrangements exist. The Department and NTT have expressed their intention to enter into a Terms of Reference (or similar), which will likely include a workplan and other commitments, to enable the Department to deepen its understanding of the intrinsic values that represent the essence of Te Awa Tupua, of Tupua te Kawa, the status as a legal person, and the importance of Te Awa Tupua to the whole Whanganui catchment community

### **OPERATIVE PARTS**

- J. In exercise of the Grantor's powers under section 49 of the National Parks Act 1980 and Part 3B of the Conservation Act 1987 the Grantor **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 Concession and its Schedules.	
<div><hr/></div> <div>SIGNED by <b>PENNY NELSON, Director-General of Conservation on behalf of the Minister of Conservation</b></div> <div> in the presence of:</div> <div><hr/></div> <div>Witness Signature</div> <div>Witness Name: Reid Walters</div> <div>Witness Occupation: EA to the DG</div> <div>Witness Address: 18 Manners St, Wellington</div>	<div><div>Privacy of natural persons</div><hr/></div> <div>SIGNED for <b>Whakapapa Holdings 2024 Limited</b> by:</div> <div>Director</div> <div>Name: Ashley David Mazey</div> <div> AND</div> <div><div>Privacy of natural persons</div><hr/></div> <div>SIGNED for <b>Whakapapa Holdings 2024 Limited</b> by:</div> <div>Director</div> <div>Name: Thomas George Elworthy</div>

## SCHEDULE 1

1.	<b>Land</b> (clause 1 of schedule 2)	<p>The areas of land within the Tongariro National Park outlined on <b>Maps 1 to 9 of Schedule 4</b>.</p> <p>Physical Description/Common Name: Tongariro National Park (Conservation Unit Number: C60011)</p> <p>Land status: Held as National Park under section 4 of the National Parks Act 1980</p> <p><b>The Land is comprised of the Lease Land, and the Licence Land which are more particularly described below.</b></p> <p><b><u>Lease Land</u></b></p> <p>Those parts of the Land measuring approximately 17,646m<sup>2</sup> in total whose general locations are depicted in <b>Maps 1 to 9 of Schedule 4</b>, and which are more particularly described in <b>Table 4.1 of Schedule 4</b> as being leased. The size of each leased area is set out in column 4 of the Schedule 4.1 Table.</p> <p><b><u>Licence Land</u></b></p> <p>(a) Ski field zone: That part of the Land measuring approximately 550 hectares and which is generally comprised of the skiable terrain and vehicle parks <b>as shown on Maps 1 to 9 of Schedule 4</b> but excluding the Lease Land and excluding those areas which are leased to third parties including ski lodges; and</p> <p>(b) Avalanche control zone: the areas beyond the ski field zone which comprise avalanche paths that emanate from Valley Headwall, Pinnacles South, Pinnacles North and Te Herenga Ridge.</p>
2.	<b>Concession Activity</b> (clause 2 of schedule 2)	As itemised in Schedule 3, special condition 1.
3.	<b>Term</b> (clause 4 of schedule 2)	<p>The period commencing on the later of:</p> <p>a) The final execution date of this Concession; or</p> <p>b) The date on which concession 40011-SKI and concession TT-236-EAS are surrendered:</p> <p>And expiring on 30 April 2035</p>
4.	<b>Renewal(s)</b> (clause 4 of schedule 2)	Not applicable
5.	<b>Final Expiry Date</b> (clause 4 of schedule 2)	30 April 2035
6.	<b>Concession Fee</b>	<b>Concession Activity Fee:</b>

	(clause 5 of schedule 2)	<p>Comm. sensitive of Gross Annual Revenue (derived from all activities authorised under this Concession) per annum plus GST</p> <p><b>Concession Management Fee:</b></p> <p>Commercially sensitive, Neg. per annum plus GST</p> <p><b>Compliance Monitoring Fee:</b></p> <p>Negotiations, Commercially sensitive</p>
7.	<b>Environmental Monitoring Contribution</b> (clause 10 of schedule 2)	The actual and reasonable costs incurred from time-to-time by or on behalf of the Grantor
8.	<b>Community Services Contribution</b> (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 or otherwise, and which may include payments in advance as well as in arrears.
9.	<b>Total payments to be made per annum</b> (clause 5 of schedule 2)	<p><b>Concession Activity Fee</b> (Item 6);</p> <p>AND</p> <p>the <b>Concession Management Fee</b> and <b>Compliance Monitoring Fee</b> (Item 6);</p> <p>AND</p> <p>the <b>Community Services Contribution</b> (if any) (Item 8)</p> <p>AND</p> <p>Actual and reasonable costs for the following items:</p> <p>(a) The <b>Environmental Monitoring Contribution</b> (if any) (Item 7);</p> <p>(b) Costs associated with the <b>Year-5 Review</b> as invoiced by the Grantor in accordance with Special Condition 89 to Special Condition 104;</p> <p>(d) Costs associated with the <b>Cultural Monitoring Plan</b> as invoiced by the Grantor pursuant to Special Conditions 105 to Special Condition 113.</p>
10.	<b>Total payment instalment(s)</b> (clause 5 of schedule 2)	As per Item 9 above
11.	<b>Concession Fee Payment Date(s)</b> (clause 5 of schedule 2)	<p>(a) <b>Concession Activity Fee</b> and <b>Concession Management Fee</b> and <b>Compliance Monitoring Fee</b> (Item 6):</p> <p>are payable in arrears for each Concession Year (or part-year) and is due on or before the payment date specified by the Grantor in the Grantor's invoices.</p> <p>(b) <b>Community Services Contribution</b> (Item 8):</p>

		<p>is payable in accordance with notices received from the Grantor.</p> <p>(c) Costs associated with the <b>Environmental Monitoring Contribution</b> (if any) (Item 7), the <b>Year-5 Review</b> and <b>Cultural Monitoring Plan</b></p> <p>Are payable on or before the date specified in the Grantor's invoice.</p>
12.	<b>Penalty Interest Rate</b> (clause 5 of schedule 2)	<p>Double the current Official Cash Rate (OCR).</p> <p><a href="#">See Reserve Bank of New Zealand website</a></p>
13.	<b>Concession Fee Review Date(s)</b> (clause 6 of schedule 2)	<p>1 April 2028</p> <p>1 April 2031</p> <p>1 April 2034</p>
14.	<b>Insurance</b> (To be obtained by Concessionaire) (clause 13 of schedule 2)	<p>Types and amounts:</p> <p><u>Public Liability Insurance for:</u></p> <ul style="list-style-type: none"> <li>(a) General indemnity for an amount no less than \$2,000,000.00; and</li> <li>(b) Third party vehicle liability for an amount no less than \$500,000.00; and</li> <li>(c) Aviation Legal Liability for an amount no less than \$1,000,000.00</li> </ul> <p>(subject to review in accordance with <b>clause 13</b>).</p>
15.	<b>Health and Safety</b> (clause 14 of schedule 2)	An Audited Safety Plan is required
16.	<b>Concessionaire Identification</b> (clause 32 of schedule 2)	Concessionaire Identification Cards are required.
17.	<b>Addresses for Notices</b> (clause 25 of schedule 2)	<p>The Grantor's address is:</p> <p><u>Physical Address:</u></p> <p>Department of Conservation 265 Princes Street Dunedin 9016</p> <p><u>Postal Address:</u></p> <p>Department of Conservation Att: National Transaction Centre PO Box 5244 Dunedin 9054</p>

		Phone: (03) 477 0677 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a>
		The Concessionaire's address in New Zealand is: Physical Address: Top of Bruce Road Whakapapa Skifield Mount Ruapehu  Postal Address: The South Island Office Public Trust Building 152 Oxford Terrace Christchurch New Zealand  Phone: 07 808 6151 Email: <a href="mailto:info@whakapapa.com">info@whakapapa.com</a>
18.	<b>Guarantee</b> (clause 30 of schedule 2)	Not required
19.	<b>Special Conditions</b> (clause 35 of schedule 2)	See Schedule 3
20.	<b>Processing Fee</b> (clause 5 of schedule 2)	To be advised separately by the Department of Conservation

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

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF LEASE AND LICENCE**

#### **1. Interpretation**

1.1 In this Document, unless the context otherwise requires:

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

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

**“Licence Land”** means the Land described as Licence 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 covenants and powers contained in Part 2 of Schedule 3 of the Property Law Act 2007 are not to be implied in this Concession and are expressly negated.

#### **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 and will ensure its employees and contractors have appropriate qualifications and experience commensurate with their role and seniority.

- 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 upon or within the Lease Land 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 Land and facilities, to carry out repairs and to monitor compliance with this Concession. The Grantor is not obliged to give notice to inspect or visit the Licence Land.

### **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 6 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 is not to be lower than the fee applicable in the year preceding the review. However, where the Concession Fee is assessed by reference to a percentage of gross annual revenue, the percentage so determined or accepted must not be less than the percentage specified during the year preceding the particular Concession Fee Review Date. The new Concession Fee is 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 must also 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. The new Concession Fee is not to be lower than the fee applicable in the year preceding the review. However, where the Concession Fee is assessed by reference to a percentage of gross annual revenue, the percentage so determined or accepted must not be less than the percentage specified 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. The parties will each bear the costs of their respective valuers and, where relevant, half the costs of the umpire.
- (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 (or percentage of gross revenue as the case may be) to be less than the Concession Fee or percentage 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 provides 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. The Grantor may also raise invoices in advance, and in the same manner, for community services, benefits or facilities which the Concessionaire will benefit from during the Term but which have yet to be provided at the time the invoice is rendered.

**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, any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is 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, unless the Grantor's prior approval is obtained or the substances are permitted by Schedule 3 and nor may it 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. The Concessionaire acknowledges that, where appropriate, the Grantor will inform iwi and hapū and may consult them prior to making any decision.
- 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 relevant iwi and hapū.

## **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 days' 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.
- 14.2 The Concessionaire must create a health and safety management plan (Safety Plan) to address all aspects of the Concession Activity and procure an audit of the Safety Plan within 4 months of the Concession commencing. The Concessionaire must provide a copy of the Safety Plan to the Grantor prior to commencing the Concession Activity and must provide the auditor's certificate as soon as practicable after it is obtained from the auditor.
- 14.3 The Concessionaire must obtain from the Safety Plan 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 revised Safety Plan and re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 14.4 The Concessionaire must keep its Safety Plan under regular review and, where appropriate procure and out of sequence re-audit. Whenever the Safety Plan is amended a copy of the revised Safety Plan, and the associated audit certificate, must be provided to the Grantor within 5 working days of the certificate being issued.

- 14.5 The Concessionaire must, in all material respects, comply with its current, audited Safety Plan and must ensure that the auditor is approved by the Grantor prior to audits (or re-audits) being conducted.
- 14.6 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 14.7 Receipt of the certified safety plan by the Grantor does not in any way 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.
- 14.8 The Concessionaire must:
  - (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which it is aware of and which may endanger the public or the environment;
  - (b) take all reasonably practicable steps to protect the safety of all persons affected by the conduct of the Concession Activity 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 reasonably practicable steps to eliminate any dangers to the public arising from the Concession Activity 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 as soon as reasonably possible after 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, 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.

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 structures, facilities or land alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this Lease 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 months’ 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 28 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. The notice is to specify the timeframe within which the termination will take effect; or
  - (d) By notice in writing to the Concessionaire where the Concessionaire breaches **clauses 13.9 and 14**. The notice is to specify the timeframe within which the termination will take effect; 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. The notice is to the reasonable timeframe within which the termination will take effect; 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. The notice is to specify the timeframe within which the termination will take effect; 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. The notice is to specify the timeframe within which the termination will take effect; or
  - (h) by notice in writing if there is, in the opinion of the Grantor, a permanent and serious 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. The notice is to specify the timeframe within which the termination will take effect.
- 19.2 It is for the Grantor (acting reasonably in all the circumstances) to determine what the appropriate termination timeframe ought to be in each case.
- 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 must be in writing), the occupation is to be on the basis:
- (i) Of a monthly tenancy only, terminable by 1 month's notice by either party; and
  - (ii) At the Concession Fee then payable; and
  - (iii) Otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Concession.

- 20.2 Subject to **clause 20.3**, 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 used, placed or carried out by the Concessionaire on the Land nor for the structures referred to in **special condition 14 of Schedule 3**. To avoid doubt, ownership of any such structures or improvements will pass to the Crown, unless permission has been given by the Grantor for the Concessionaire to remove structures in accordance with **clause 20.3** below.
- 20.3 The Concessionaire may, with the Grantor's prior written consent, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the reasonable timeframe specified by the Grantor and the Concessionaire will 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 type, abundance and diversity as found on the Land generally.
- 20.4 The Concessionaire is not required at the expiry of the Term to remove structures or other improvements on the Land provided those structures or improvements were present upon or in the Land prior to the Concession commencing (Legacy Improvements). For the avoidance of doubt, this clause does not apply to structures or improvements that the Concessionaire has added or introduced to the Land or which have become Surplus Improvements during the Term (see **special condition 16 of Schedule 3**). For clarity, maintenance and repairs to the Legacy Improvements will not cause the Legacy Improvements (including the items maintained and repaired) to be considered to be structures or improvements that the Concessionaire has added or introduced during the Term.

**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;
  - (c) granting any exclusive estate or interest in the Licence Land to the Concessionaire;
  - (d) affecting the rights of the Grantor and the public to have access across the Licence 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 materially 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 unless the person is wearing the Concessionaire's uniform with the Concessionaire's logo readily visible.
- 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 if they are not wearing the Concessionaire's uniform with the logo.

**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 this Concession.
- 33.2 Nevertheless, if the Concessionaire wishes to register this Concession under the Land Transfer Act 1952, 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 this 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. Which clauses survive termination?**

- 34.1 Clauses, which by their nature ought to survive termination will do so, including **clauses 13 and 25**.

**35. Are there any Special Conditions?**

- 35.1 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.

**36. The Law**

- 36.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand. For the avoidance of doubt, references to legislation and legislative instruments includes amendments or replacements as appropriate.

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Concession Activity

1. For the purposes of **Item 2** of Schedule 1, the Concession Activity(-ies) are those activities listed below which are directly connected with operating a commercial ski field, and alpine tourism and recreational area, that is used by the public:
  - (a) manage, maintain, repair and operate the existing lifts, tows, structures and facilities located on or under the Land and previously operated by Ruapehu Alpine Lifts Limited for the same purposes (excluding the structures identified in **Special Condition 14**);
  - (b) maintain the skiable terrain subject to Grantor's approval being sought where earthworks are required;
  - (c) carry out avalanche prevention on the Land (including in the Avalanche control zone);
  - (d) operate snow making and snow grooming machinery;
  - (e) provide first aid and ski patrol services;
  - (f) provide ski school services;
  - (g) throughout the year, sell, hire or service snow-sports equipment (other than snow vehicles), clothing, souvenirs and supplies (e.g., sunscreen, medical supplies) from the existing retail buildings;
  - (h) sell tickets or passes and operate the equipment in order to provide access to the Land;
  - (i) sell food and beverages to the public throughout the year from within the existing buildings designed for that purpose, decking area, plaza or car parks;
  - (j) maintain, repair and operate existing carparking facilities for use by members of the public (whether customers of the Concessionaire or not) and members of ski clubs with lodges within the Iwikau village, and manage traffic movement in the areas designated for carparking in accordance with the Grantor's instructions;
  - (k) undertake aircraft operations year-round for essential ski area management and maintenance, to support health and safety work and for avalanche management;
  - (l) undertake filming, excluding from aircraft, to promote the Concessionaire's activities approved under this Concession;
  - (m) conduct ski, snow and snowboard events during the winter (1 May to 30 November);
  - (n) host events within the Knoll Ridge Chalet and Top of Bruce Chalet buildings and their adjacent patio areas year-round;
  - (o) maintain, repair, mark and signpost the existing foot trails known as the Waterfall Descent, Wild West Trail, Meads Wall Trail and the Knoll Loop Trail; and
  - (p) use vehicles where that use is necessary and directly connected with the activities listed in (a) to (o) above.

and, in the event that there is any uncertainty as to whether an activity is provided for in this Concession, the Grantor will determine the matter.

### **Surrender of RAL Concession**

2. Notwithstanding **clause 2.4** of Schedule 2, this Concession is of no effect unless and until the previous concessions, 40011-SKI (as varied) and TT-235-EAS, held by Ruapehu Alpine Lifts Limited, have been surrendered and are of no effect. For the avoidance of doubt, the Concessionaire will have no liability in respect of breaches committed by Ruapehu Alpine Lifts Limited (RAL) under Concession 40011-SKI and TT-236-EAS and will hold the Grantor harmless in respect of any failures or waivers on the Grantor's behalf (if any exist) in relation to those concessions.

### **Service levels**

3. The Concessionaire is required to maintain facilities and service levels during the Term that are capable of serving 6,500 paying visitors at any one time to the Land during the winter ski-season (1 May to 30 November).

### **Public use of services and facilities provided by the Concessionaire**

4. The Concessionaire must not attempt to restrain or interfere with the right of the public (including other concessionaires) to enter and remain on the Licence Land, provided that they conduct themselves in an orderly manner and do not attempt to avail themselves of the privileges of a paying client without the payment of the Concessionaire's charge to use facilities, services and structures operated by the Concessionaire.
5. The Concessionaire must:
  - (a) provide such facilities as cafeterias, shelters, toilets and such other facilities as the Grantor from time to time considers necessary for the welfare and safety of the public in an emergency; and
  - (b) ensure the Iwikau public toilets and shelter is available to the public free of charge 24 hours a day.
6. The Concessionaire may refuse service, entry or access to the Concessionaire's facilities to any person where the Concessionaire reasonably considers the actions or condition of that person would be prejudicial to that person's or public's safety.
7. The Concessionaire may impose a reasonable charge on people using or purchasing its goods, services and facilities. The Concessionaire must not impose a charge for use of the car parks (but excluding the Platinum carpark identified as Item 80 in Schedule 4.2) unless prior written approval of the Grantor has been obtained. The Concessionaire will allow the Grantor's representatives to use the lifts and tows free of charge when conducting official business on the Land.

### **Public access, safety and education**

8. Access to the Licence Land must be kept unlocked at all times (excluding the barrier which provides access to the Platinum carpark). For the avoidance of

doubt, this does not prevent the Concessionaire from limiting or preventing access to the Lease Land.

9. 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 its customers or invitees about the danger of going outside safe areas. The Concessionaire will take particular care to mark and control access to the area immediately surrounding redundant infrastructure prior to it being decommissioned and removed by the Grantor.
10. The Concessionaire must take reasonable care to manage its own works, structures or landscaping on the Land to ensure that other users of public conservation land are not unreasonably impeded.
11. 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, car park, 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 5 days.
12. If the activity in **Special Condition 11** above will require more than 5 days, or if the Concessionaire considers an extension beyond the period of 5 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.

**Concessionaire is responsible for infrastructure, plant machinery and equipment throughout the Term**

13. Except for those items described in **Special Condition 14** below, and without limiting the Concessionaire's obligations under Schedule 2, the Concessionaire agrees with the Grantor that during the Term it will (at its cost and in accordance with industry standards), maintain, repair and be solely responsible and liable for all structures (including but not limited to buildings, signage, fences, services, facilities, utilities, underground services, plant, equipment or similar) previously installed, maintained, repaired or operated by RAL which continue to exist on or within Land as at the date of this Concession, and any structures subsequently installed by the Concessionaire.
14. Items for which the Concessionaire will not assume responsibility nor liability under **Special Condition 13** above are:
  - (a) structures that are operated by third party concessionaires pursuant to separate concession agreements; and
  - (b) West Ridge Kiosk café and West Ridge Kiosk toilet; and
  - (c) Schuss Haus Café; and
  - (d) Waterfall Express drive station and chair storage (excluding a snowmaking pump room adjoining the southern wall of this terminal); and
  - (e) above-ground diesel tank on Bruce Road; and
  - (f) Carpet Control in Happy Valley; and
  - (g) Old Stone Workshop, located at the bottom of the Staircase slopes.
15. Further to **clause 13 of Schedule 2**, the Grantor makes no representation or warranty as to the state, quality or suitability of the structures located upon the

Land at the commencement of the Concession and the Concessionaire agrees that it has no claim against the Grantor in respect of those structures.

16. Further and in addition to **clause 9.7 of Schedule 2**, if, during the Term, any structures on the Land are materially underutilised, defunct or surplus to the Concessionaire's needs (Surplus Improvements) (other than by reason that the ski field is temporarily unable to operate due to weather or snow conditions beyond the Concessionaire's control):
  - (a) the Concessionaire must immediately notify the Grantor; and
  - (b) if required by the Grantor, the Concessionaire must:
    - i. promptly remove the Surplus Improvements, make good any damage to the Land and leave the Land and any other public conservation land affected by the removal, in a clean and tidy condition; and
    - ii. replant the areas affected by the removal with indigenous vegetation of the same types, abundance and diversity as found generally on the Land.

For the purposes of this Special Condition, structures include, but are not limited to, buildings, signage, fences, services, facilities, utilities, underground services, plant, equipment or similar installed by the Concessionaire during the Term and/or pre-existing structures referred to in **Special Condition 13** above but excluding the structures referred to in **Special Condition 14(a) to (g) above**.

### **Maintenance and repair of buildings and structures**

17. 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 and repair of any building, stationary plant item or structure on the Land where such maintenance does not materially alter the external appearance of that building or structure, and where consent from the Grantor is not otherwise required under this Concession.
  - (c) When maintenance or repair work is performed on underground structures the Concessionaire must minimise the area of disturbance, back-fill it, reinstate rock and soil in a manner that minimises visual disturbance, and replant (if appropriate) locally occurring native species of commensurate density and variety.

### **Operation of plant, machinery, and equipment**

18. Plant, machinery and equipment (including vehicles) used in conducting the Concession Activity must be maintained at all times to prevent leakage of oil and other contaminants onto the Land. If requested by Department staff, the Concessionaire will provide a reasonable opportunity for them to inspect plant, machinery or equipment used (or to be used) by the Concessionaire.
19. When major maintenance and repair works are necessary on equipment or plant (such as lifts) the Concessionaire will perform the work outside the Tongariro National Park when it is reasonably practicable for it to do so.

### **Main ski field area (skiable terrain)**

20. 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.
21. The Concessionaire must ensure the ski trails are clearly marked and able to be navigated, including when there is limited visibility.
22. The Concessionaire will dismantle and store moveable snow fences and moveable snow guns to the car parks when not in use. Any fixed snow gun must be in dark colour or able to be camouflaged.

### **Co-siting**

23. The Concessionaire acknowledges third parties may be granted concessions to use the Licence land. When this occurs the co-siting clauses in Schedule 2, **clause 31** will apply.
24. The Concessionaire is taken to agree that the infrastructure and activities conducted by third party concessionaires on the Land at the commencement date (including by GNS, ski clubs and lodges and telecommunication companies Spark TowerCo Limited, ATG Aotearoa Towers Group Limited Partnership, and Two Degrees Networks Limited) do not derogate in any material respect from the Concessionaire's ability to conduct the Concession Activity.

### **Indicative Development Plan**

25. The Concessionaire acknowledges that section 5.2.2 of the current Tongariro National Park Management Plan 2006 requires the Concessionaire to produce a forward-looking Indicative Development Plan. The Indicative Development Plan is intended to allow the Concessionaire, Grantor, iwi and hapū and the public to have forewarning of possible developments and changes in use. The projection timeframe is 10 years, with an expectation that the plan will be reviewed at least every 3 years. For the avoidance of doubt, the Indicative Development Plan is not a substitute for the Concessionaire seeking and obtaining express approval for works from the Grantor as required by **clause 11 of Schedule 2** and **Special Conditions 29 and 30** of this Schedule 3.
26. A draft indicative development plan must be provided to the Grantor within 4.5 years of the commencement date of the concession. The Department may provide it to iwi and hapu for their consultation.

### **Annual Work Plan**

27. The Concessionaire (at its expense) must provide the Grantor with a forward-looking Annual Work Plan by the 30 September annually. The purpose of the Annual Work Plan is to enable the Grantor to assess whether activities specified in the plan are within the scope of the existing concession or whether separate consent is required of the Grantor in accordance with s17ZC.
28. The Concessionaire is to set out the following information in each Annual Work Plan:

- (a) Any proposed modifications to its existing structures, assets or facilities;
  - (b) Any proposed 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 proposed 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 proposed 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.
29. 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 approval. The Grantor's approval may be subject to further conditions including changes to how, when and where the activities are carried out.
30. 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 and the application will be dealt with according to s17ZC(2) of the Conservation Act 1987.
31. When assessing the works or activities described in the Annual Work Plan, the Grantor will, amongst other matters, have suitable regard to the matters in Section 4.1.16 (Works Approvals) of the Tongariro National Park Management Plan for so long as it remains operative, and will consult with relevant iwi and hapū.
32. 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 (if such is required) from the Grantor outside the Annual Work Plan cycle.

### **Contractor selection**

33. Where the Concessionaire uses a contractor or third party to perform activities that involve earthworks or revegetation, the Concessionaire must ensure that only contractors with a demonstrated ability in alpine earthworks and native vegetation restoration (as relevant) are used to carry out any works.

### **Fuels, hazardous materials, chemicals, and waste**



34. Any waste or rubbish must be disposed of off the Land at a facility authorised to accept it. Waste held on the Land prior to its removal must be stored so as to ensure it does not become a contaminant, is not blown by wind and does not present a potential hazard to wildlife or sensitive ecological areas. This includes any waste created by aging infrastructure.
35. At least once annually, while there is no snow on the ground, the Concessionaire must check for and remove all litter or other rubbish within the Licence Land (ski field zone).
36. At the completion of any approved works, the Concessionaire must promptly remove all construction-related waste and fill from the Land and dispose of it at a resource recovery centre, Council landfill or other authorised facility.
37. The Concessionaire must ensure that all relevant site personnel are trained in hazardous material, waste and fuel handling and spill contingency and emergency procedures relevant to their areas of work.
38. The Concessionaire must ensure that all hazardous materials including paints, fuels and other chemicals stored on site are kept in a secure, enclosed facility and that appropriate spill clean-up kits are available for use to contain and/or absorb all hazardous substances used in the Concession Activity.
39. 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.
40. The Concessionaire must ensure that run-off from washing down of any vehicles or equipment does not flow into any watercourse or into any storm water or onto any area that is not specifically designed for that purpose.
41. Where appropriate to do so, hard standing areas will be established by the Concessionaire whenever construction or maintenance activities are performed for the parking and re-fuelling of vehicles and plant.
42. Where returning a machine to a hard standing/bunded area for re-fuelling is not practical, re-fuelling can occur from containers 20 litres or smaller, or in accordance with an alternative strategy approved by the Grantor in advance.
43. Major repairs to machines are not permitted on site without approval from the Grantor who may set special conditions on how it is done.

### **Ski terrain modification**

44. The Concessionaire may maintain, in the same or similar (in all material respects) condition, the existing ski trails depicted in Figure 1 of Schedule 4. New terrain modification can only be performed if the Grantor's prior approval has been obtained.

45. The Concessionaire may maintain any existing culvert or other runoff water control structures on the Land. New culverts or other control structures must be approved in advance by the Grantor.

### **Vehicle parks and access-ways**

46. The Concessionaire must, at its cost, form, maintain and repair the:
  - (a) 11 vehicle parks listed in Schedule 4.2 (Table of other Infrastructure) as shown on Maps 2 and 3 in Schedule 4; and
  - (b) Existing vehicle accessways within the Land.
47. The Concessionaire must provide reasonable access to car parking for members of the ski clubs with lodges at Iwikau Village.
48. Reasonable provision must be made for short-term parking and set-down facilities, and they must be made available free of charge.
49. The Grantor's prior approval is required for new structures within the carparking areas and vehicle accessways, including signage, barriers, channels, drains, fences, culverts and other devices. The Grantor's approval is not required for routine maintenance or repair of pre-existing structures in those areas.
50. The Concessionaire may operate the pre-existing barrier and parking area known as the Authorised and Platinum Carpark. A reasonable fee may be charged by the Concessionaire for access to the Authorised and Platinum Carpark.
51. Parking fees must not be charged by the Concessionaire, except in relation to the Authorised and Platinum Carpark, without the Grantor's prior approval.
52. The Concessionaire will regularly engage with Department of Conservation staff to discuss proposals to manage carparking allocation and facilities and the Concessionaire will liaise with the Department's staff regarding the Department's operation of the Bruce Road barrier as a means to limiting traffic congestion. Changes to carparking allocation (including introducing or amending booking systems) must be approved in advance by the Grantor.

### **Re-instatement of vegetation around the Sky Waka**

53. The Concessionaire will complete the replanting work commenced by RAL pertaining to the installation of the Sky Waka. To this end, 1600 locally sourced, native plants will be planted within two years of commencement.

### **Snow-making and grooming**

54. The Concessionaire may use *Snomax*® for the purposes of snowmaking. It must obtain the Grantor's prior approval for use of any other snowmaking products or additives. If any research or monitoring results show the use of *Snomax*® or other additives cause adverse effects to the waterways within or below the Whakapapa ski field, the Grantor may instruct the Concessionaire to discontinue its use.
55. The manufacturer's instructions must be followed when using any snow-making products and the Concessionaire must comply with any instructions the Grantor may give. The Concessionaire acknowledges that the Grantor will

engage with relevant iwi and hapū when determining whether to grant approvals for other snow-making products.

56. The Concessionaire may:
- (a) undertake snow-grooming activities, provided they cause no more than minor adverse effects to natural values on the Land; and
  - (b) perform snow-making, provided:
    - (i) only approved snowmaking products are used;
    - (ii) manmade snow is applied to ski trails and only between 1 May and 30 November;
    - (iii) water used for snowmaking purposes must be applied so as to return to same water catchment from which it was derived;
    - (iv) despite (ii) above, manmade snow may be applied year-round to the areas within 100m of the Knoll Ridge Chalet and the Sky Waka Return building and manmade snow may also be applied from 1 April to 30 November in Happy Valley and the Rock Garden; and
    - (v) new or replacement snowmaking equipment (including associated underground or overground services) must be approved by the Grantor prior to installation.

### **Use of explosives**

57. The Concessionaire may use explosives to manage avalanche risks and is encouraged to have regard to the views of relevant iwi and hapū regarding the use and placement of explosives.
58. 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.

### **Avalanche control**

59. The avalanche control zone is located outside the boundary of the ski field zone. In the avalanche control zone the Concessionaire may only perform avalanche control activities and activities connected with search and rescue.
60. Avalanche control within the avalanche control zone and/or within the ski field zone, can be performed using explosives and may be undertaken by hand or using helicopters, drones, or over-snow vehicles.

### **Vehicle Use**

61. The Concessionaire must ensure that:
- (a) where vehicles (other than snow-groomers and snow mobiles) are used, reasonable endeavours are made to stay on existing tracks;
  - (b) where reasonably practicable, tracked, over-snow vehicles will be used during winter in preference to other land-based vehicles;
  - (c) the Concessionaire's machinery and equipment (and that of its contractors or agents) must be cleaned and checked to remove soil that could contain seeds or exotic plants prior to entering the Land, and the

Concessionaire must take all reasonable steps to avoid the introduction of exotic seeds or plants;

- (d) no imported soil is to be brought onto the Land;
- (e) any exotic plant species introduced through the course of any works are to be promptly and effectively removed.

### **Interpretation Materials and Cultural Values**

62. If the Concessionaire intends to undertake or provide any written interpretation materials (panels, brochures, signage, etc.) that include reference to Māori/iwi cultural values of the area, then the Concessionaire is required to consult the relevant iwi and hapū in advance of producing the items.

### **Potable water**

63. Where the Concessionaire provides drinking water to users of the Land 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 water supply meets regulatory standards and is to meet the costs associated with any upgrades that may be necessary in order to comply with drinking-water legislation.
64. The Concessionaire is to co-operate fully with the Grantor's representatives with regard to sharing information and liaising with regulators in respect of any drinking water supplies.
65. 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.
66. The Concessionaire must ensure that its drinking water supplies are registered in accordance with any relevant drinking water legislation.

### **Wastewater**

67. The Concessionaire must maintain all wastewater treatment pipelines and related equipment located on the Land which are owned by the Concessionaire.

### **Dogs**

68. The Concessionaire may only bring dogs onto the Land for search and rescue or training purposes. The dogs must be wearing their search and rescue harness with the relevant identifying markers. The Concessionaire must advise the Grantor of dog training exercises prior to undertaking the training.

### **Fires**

69. For the purposes of **clause 9.1** of Schedule 2, the Concessionaire is permitted to light fires in fireplaces or braziers located in:

- (a) Whakapapa base area;
- (b) Knoll Ridge café; and
- (c) Inside other lease buildings.

## Events

- 70. The Concessionaire is permitted to host and operate ski, snowboard and snow sport events (including competitive events) on the Land provided it has notified the Grantor at least 3 weeks prior to the event taking place. The Concessionaire may also host training opportunities in advance of the competitive events. Music may be played at such events however the Concessionaire will ensure that the Bylaw 16 of Tongariro National Park Bylaws 1981 (use of public address systems) is not breached in the process.
- 71. The Concessionaire is permitted to host non-snow related events within the Knoll Ridge Chalet and Top of Bruce Chalet buildings and their adjacent patio areas, provided it has notified the Grantor at least three weeks prior the event taking place. The event(s) must not prevent the use of the café or toilet facilities by members of the public during standard operating hours or require the use of a ticket for entry. Music must not be audible from outside those buildings.
- 72. For the avoidance of doubt, this Concession does not permit the Concessionaire to host or operate any events other than those provided for in **special conditions 70 and 71 above**. Where the Concessionaire wishes to provide other events on the Land a separate concession or variation to this Concession will be required.

## Filming

- 73. Promotional filming by the Concessionaire (including its agents and contractors) is allowed to the extent that it is for the purpose of promoting the activities which the Concessionaire is permitted to undertake under this Concession. Where reference is made to Iwi or Māori cultural values regarding the Land (including filming of the peaks) in the film product the Concessionaire must consult with the relevant iwi and hapū prior to producing the film product. For the avoidance of doubt, this Concession does not permit filming or photographing activities for the purpose of creating a purchasable product (such as a photograph or video pack). 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).
- 74. Aircraft (including drones and helicopters) cannot be used in any filming approved under this Concession except where the aircraft is solely to support health and safety activities, avalanche management or maintenance and repair of infrastructure.

## Aircraft

- 75. Aircraft (including drones and helicopters) may only be used to support health and safety work, avalanche management and to assist with the following operational activities provided the associated limits are satisfied:
  - a) Heavy lifting and long line use including for maintenance of ski area assets

- b) Transporting:
    - i. personnel when other methods are not available, safe or practical;
    - ii. equipment and supplies within the ski area;
    - iii. toilet waste from Knoll Ridge in emergencies when the pump or pipeline do not work;
    - iv. food and beverages and other stock items to Knoll Ridge café, and bringing waste out when the Sky Waka cannot be used;
  - c) Re-fuelling bulk diesel storage located at the Cat Shed workshop from the base area.
  - d) Relocating snow guns and fences, and retrieving items blown away by extreme weather.
  - e) Snow safety activities (visual inspection, transporting personnel, and avalanche control activities).
  - f) Undertaking 'sweep' activities at the end of day to ensure the ski area is clear of people.
76. The Concessionaire must ensure drones are used in preference to helicopters whenever reasonably possible.
77. The Concessionaire must contact DOC's Tongariro District Office prior to using helicopters or drones in the park. The helicopter or drone operator must radio into the Tongariro Visitor Centre to advise of their intended flight plans.
78. When drones are used by or on behalf of the Concessionaire the Concessionaire must supply the following information to DOC's Tongariro District Office before operating drones on the land:
- (a) Location of operation; and
  - (b) Purpose.
79. The Concessionaire must report any adverse aircraft-related incidents to the Tongariro District Office within 12 hours of the incident occurring.
80. The Concessionaire must not use or procure the use of Robinson helicopters as part of the Concession Activity.

### **Accidental Discovery Protocol**

81. 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 local iwi and hapū also 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.

### **Ecological Assessment**

- 82. Within 12 months of the Concession's commencement, the Concessionaire (at its expense) must undertake an Ecological Assessment. The scope and design of the assessment must be agreed by the Grantor who may consult with iwi and hapū.
- 83. The Ecological Assessment is to be undertaken by a suitably qualified ecologist with experience in New Zealand alpine environments and whose credentials have first been provided to the Grantor and approved by the Grantor.
- 84. Following reasonable consultation with staff from the Department of Conservation, the approved ecologist is to design and conduct the Ecological Assessment.
- 85. The Ecological Assessment is to be performed at a time (or times) during the year which offer the best opportunity to observe and record ecosystem features which might otherwise be absent, dormant or less evident if the assessment was conducted at another time of the year.
- 86. The Ecological Assessment is to describe, map and provide detailed commentary on the following matters:
  - (a) The vegetation and habitat types present on the Land 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.
- 87. The Ecological Assessment must be performed in accordance with the usual professional standards expected of a qualified ecologist and 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) 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 ecosystem from plant, animal, or climatic sources.

## **Concessionaire's Environmental Plan**

88. Within 12 months of the commencement of the Concession, and again in the 6 months prior to the Year-5 Review, the Concessionaire (at its expense) must provide the Grantor with an environmental plan (Environmental Plan). This Environmental Plan will describe what steps the Concessionaire proposes to employ in order to protect sensitive areas, keep the land free of weeds, control invasive animal species and monitor the efficacy of the protective measures proposed. The Grantor may share the Environmental Plan with relevant iwi and hapū. Where there are aspects of the Environmental Plan which are commercially sensitive to the Concessionaire the Grantor will redact relevant portions before sharing with iwi and hapū.

## **Year 5 Review**

89. Five years from the date of commencement of this Concession the Grantor will initiate a review of this Concession (Year 5 Review).
90. The Concessionaire will be required to meet the actual and reasonable costs incurred by or on behalf of the Grantor in relation to the Year 5 Review. The Concessionaire will pay the Grantor the Year 5 Review costs in accordance with the Grantor's instructions and upon receipt of an invoice.
91. When undertaking the Year 5 Review, the Grantor will consider:
  - (a) whether the Concessionaire has complied with the conditions set out in the Concession;
  - (b) any adverse effects of the Concession Activity, and whether these adverse effects can be reasonably avoided, remedied, or mitigated (either through existing concession conditions, the amendment of existing concession conditions, or the incorporation of new concession conditions);
  - (c) any cultural impact assessment and any results from cultural monitoring;
  - (d) the Concessionaire's Environmental Plan and the findings of the Ecological Assessments; and
  - (e) any other information the Grantor considers relevant to the operation of the Concession Activity.
92. Prior to undertaking the Year 5 Review, the Grantor will consult with iwi and hapū on the scope of the review to identify any areas of concern or interest to them.
93. The Grantor will determine the final scope of the Year 5 Review.
94. Once the Grantor has confirmed the scope of the Year 5 Review, the Grantor must inform the Concessionaire promptly of the scope of the review.
95. The Grantor may commission an independent third-party to undertake the Year 5 Review or to contribute to the review on the Grantor's behalf.
96. On completion of the Year 5 Review, the Department's staff will prepare a written report outlining the findings of the review, and any recommendations made from that review.
97. The Grantor may commission an independent third-party to write the report, outlining the findings of the review, and any recommendations made from that review, on the Grantor's behalf.



98. Prior to the report being finalised, the Grantor will consult with iwi and hapū on the report's findings, and any recommendations made in the report.
99. Prior to the report being finalised, the Grantor must provide a copy of the report to the Concessionaire and afford the Concessionaire a reasonable opportunity to comment on the report.
100. Prior to the report being finalised, the Grantor must consider any commentary or clarifying information or further information provided by the Concessionaire on the report.
101. Once the report is finalised, the Concessionaire must be provided with a copy of the report.
102. The Grantor will also provide a copy of the report to relevant iwi and hapū.
103. The Grantor may also choose to make a copy of the report publicly available.
104. For the avoidance of doubt, the recommendations in the report are not binding on either the Grantor or the Concessionaire. Notwithstanding any other conditions of this Concession, where the Grantor considers it appropriate to do so, following receipt of the Year 5 Report, the Grantor (acting reasonably and following consultation with the Concessionaire) may amend the conditions of this Concession, provided the amendments are reasonably required to improve the efficiency or efficacy of the conditions or to address adverse effects of the Concession Activity and the amendments do not substantially undermine the Concessionaire's ability to operate a ski field and alpine tourism and recreational area.

#### **DOC to undertake cultural monitoring**

105. The Grantor must procure a cultural monitoring plan (Cultural Monitoring Plan) within 1 year of the commencement of this Concession.
106. The Grantor will consult with iwi and hapū on the scope of the cultural monitoring plan to understand what cultural effects require monitoring.
107. The Grantor will determine the scope and content of the Cultural Monitoring Plan.
108. The Grantor will inform the Concessionaire and iwi and hapū of the scope and content of the finalised Cultural Monitoring Plan in writing.
109. If the Grantor updates or amends the requirements of the Cultural Monitoring Plan, the Concessionaire must be informed in writing.
110. As part of the monitoring requirements of this Concession, the Grantor will undertake cultural monitoring as and when required and may deviate from the Cultural Monitoring Plan if it is reasonable to do so.
111. The Grantor may commission iwi and hapū or any other third-party to:
  - (a) Undertake or assist with the cultural monitoring program; or
  - (b) Assess the findings of the cultural monitoring program.
112. The Concessionaire is responsible for paying any actual and reasonable costs incurred by the Grantor or on behalf of the Grantor to develop, implement or commission the Cultural Monitoring Plan. The Concessionaire will pay the Grantor the Cultural Monitoring Plan and implementation costs in accordance with the Grantor's instructions and upon receipt of an invoice.

113. The Grantor must provide the Concessionaire with any findings from any Cultural Monitoring Plan undertaken in writing.

### **Climate Change Conditions**

114. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing 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.
115. 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.
116. 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.
117. Before amending the conditions of this Concession in accordance with **Special Condition 116**, the Grantor will provide the Concessionaire and relevant iwi and hapū 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.
118. 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 **Special Condition 117** or any later date specified in the Revised Conditions.

### **Concession Fee & Fee Review**

119. For the purposes of this Concession:
- (a) **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 chartered accountant certified set of financial statements for the Concession Year just gone (or part-year if relevant) which clearly shows the Gross Annual Revenue associated with each aspect of the Concession Activity and including a profit and loss account and balance sheet for the relevant period; and
    - ii. 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
    - iii. 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
    - iv. If the Gross Annual Revenue cannot be clearly identified in the financial statements, a reconciliation must be provided to explain the relationship.
  - (c) The Grantor reserves the right to request further information (including but not limited to audited financial accounts) in order to verify the full financial statements provided are true and correct to best monitor and determine any effects of the Concession Activity on the Land.
120. The **Concession Year** runs from 1 May to 30 April.
121. Anyone conducting commercial activities within the Land 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 make 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.
122. Notwithstanding **clause 8** 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 or 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. In such a situation, the Concessionaire will not be deemed to have transferred, sub-licensed, assigned, mortgaged or otherwise disposed of the Concessionaire's interest under the Concession.
123. If 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; and
  - (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.
124. 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 Annual Revenue then the Concessionaire will be deemed to have acted in breach of **clause 8.1** of Schedule 2, and, without affecting the rights of the Grantor in respect of such breach, the Grantor may:
- (a) review and amend the conditions of this Concession; and/or
  - (b) 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 National Parks Act 1980 and the Conservation Act 1987.

125. By way of examples only, the following arrangements are likely to result in the Grantor taking the actions described in **special condition 124** above:
  - (a) Where a third party sells food or beverages 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 ski-school, or similar services and the revenue obtained from providing those services is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
126. For the avoidance of doubt, where the Concessionaire sells lift passes, seasons' passes (or any other item that provides the member of the public with a right to access or use the Concessionaire's facilities), 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.
127. Further to **clause 6** of Schedule 2, when reviewing the Concession Fee, the Grantor (and, where relevant, the valuers) 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**

128. 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 keep records of evidence of all cash and electronic sales, for each transaction. The Grantor acknowledges that all such records may be saved in multiple systems.
129. The Concessionaire must keep and preserve on its premises for at least one year after the end of each Concession Year or part-year (where relevant) all evidence of sales, hire purchase agreements, bank deposit records, tax returns (including Goods and Services Tax returns) and other evidence of Gross Annual Revenue for each year. This must be kept in a retrievable and readable format.
130. The Grantor may require the Concessionaire to produce relevant financial or accounting information, including those items referred to in **special conditions 128 and 129** above, in order to verify any rent, fees, royalties, compensation or bond relevant to this Concession.
131. 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.
132. Not later than 4 months after the end of each Concession Year, or part-year (if relevant), 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 Fee for the relevant Concession Year or part-year. The statement should conform in material respects to that shown in **Schedule 6**.

133. The Concessionaire will pay the Concession Fee on or before the payment date specified in the Grantor's invoice.

#### **Volcanic and Lahar Alert and Warning System (WLAWS)**

134. The Concessionaire must maintain identified elements of the WLAWS system which it owns and must cooperate with the Grantor in the maintenance and operation of all other elements in accordance with **Schedule 5**.
135. The Concessionaire agrees to pay a reasonable share of the costs of maintaining, evaluating and upgrading the WLAWS in accordance with **Schedule 5** and towards the costs of the Volcanic Alert Network.

#### **Closure and suspension for volcanic activity**

136. Further to **clause 18.1** of Schedule 2 (*When can the Concession be suspended*), the Concessionaire agrees:
  - (a) the Grantor may close or restrict the Concessionaire's access to the Land (or parts of the Land) if the Grantor deems changing volcanic activity to pose an increased risk to public safety;
  - (b) the Grantor may direct the Concessionaire to evacuate its staff, contractors and invitees from the Land and to take all reasonable steps to assist with the evacuation of other users of the Land; and
  - (c) the Grantor may re-open access to the Land once the Grantor deems the volcanic unrest has returned to background levels.

#### **Assignment**

137. Notwithstanding **clause 8 of Schedule 2**, if section 17ZE(3) of the Conservation Act 1987 is amended to provide for a truncated assignment process, the Grantor agrees that the Concessionaire will be able to seek approval to assign its concession to a third party consistent with the amendment.

#### **Destruction of Grantor's Structures**

138. Further and in addition to **clause 16.1** of Schedule 2, if, during the Term, any of the Grantor's structures or facilities or any portion of them are totally destroyed or damaged:
  - (a) the Concessionaire must immediately notify the Grantor; and
  - (b) if the damage or destruction is limited to individual structures or facilities and does not materially affect the continued operation of activities on all or part of the Land, the Grantor may agree not to exercise the right to terminate under **clause 16.1**.

#### **Walking Trails**

139. The Concessionaire may maintain, repair, mark and install signage to demarcate the existing walking trails listed below. The Concessionaire must not materially alter or extend the trails as compared with their locations at the date of commencement of this Concession.
- (a) Waterfall Descent (green on plan in Schedule 7) – a trail through the Waterfalls area connecting the Knoll Ridge Chalet and the base area;
  - (b) Wild West Trail (dark blue on plan in Schedule 7)– a trail between the Knoll Ridge Chalet and the base area which traverses the National Downhill slopes area;
  - (c) Meads Wall Trail (light blue on plan in Schedule 7) – a short trail between Meads Wall and the base area;
  - (d) The Knoll Loop Trail (yellow and orange on the plan in Schedule 7)
140. For the avoidance of doubt, the Concessionaire is not entitled to maintain, repair, mark or install signage on the Yankee Trail nor that portion of the Skyline Trail which extends uphill from the junction with the Knoll Loop Trail to the Skyline Ridge despite those routes also being depicted on the Plan in Schedule 7.

## **SCHEDULE 4**

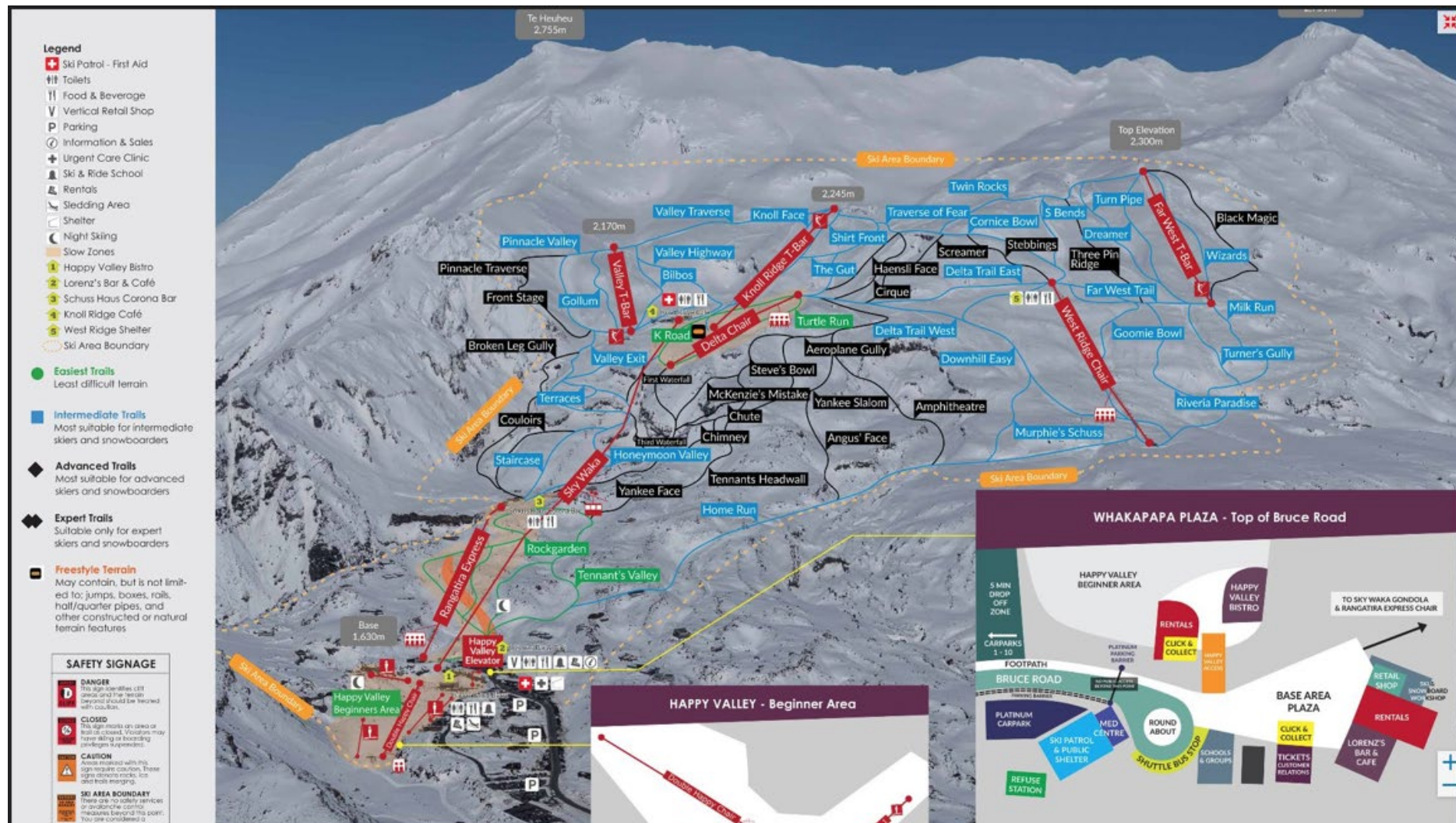
### Index

Figure 1      2025 Whakapapa Trail Map

Maps 1 to 9    Location maps (overview map plus 8 additional maps)

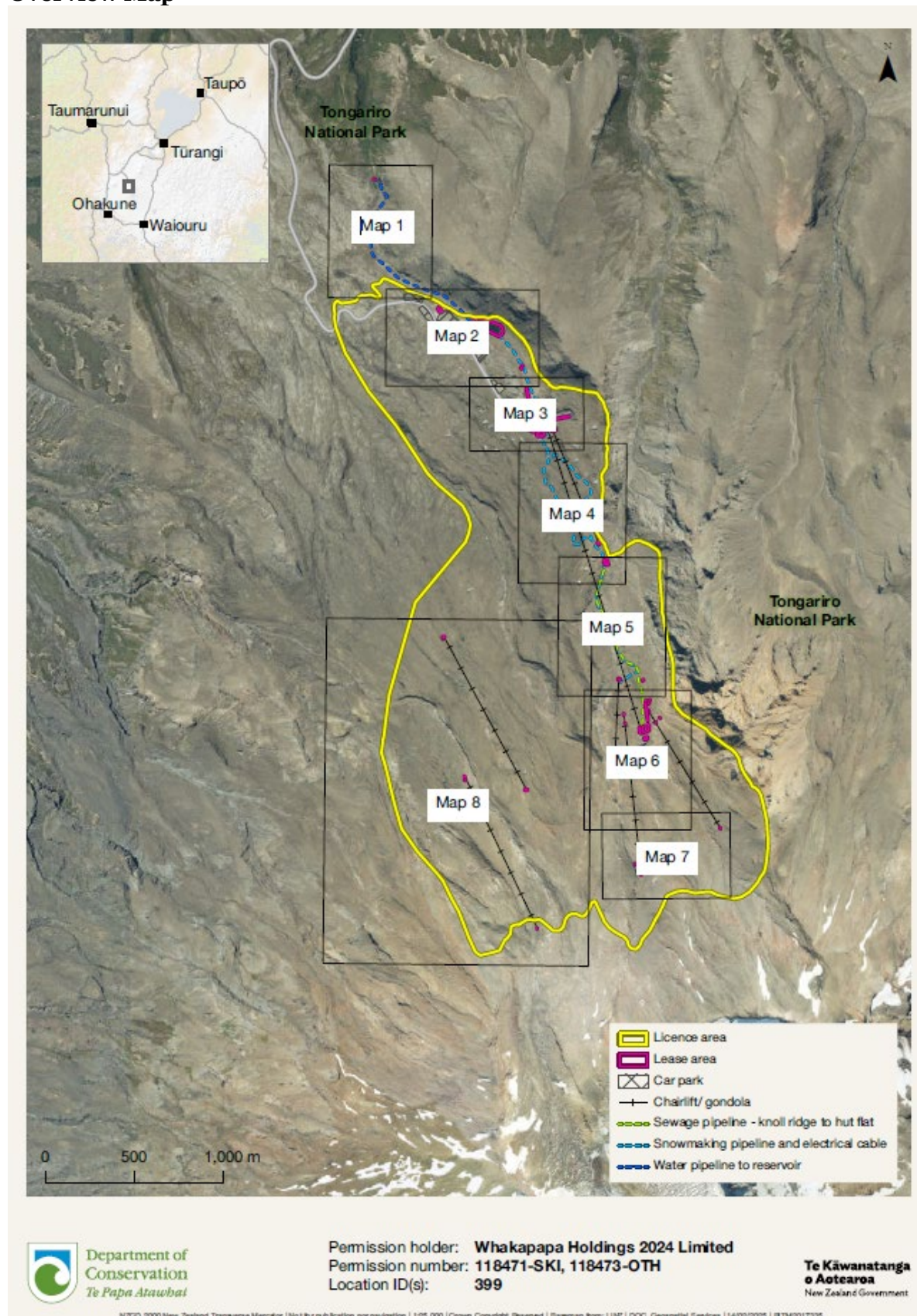
Schedule 4.1: Table of Lease Structures and Facilities (to be read in conjunction with Maps 1 to 9)

Schedule 4.2: Table of other infrastructure (to be read in conjunction with Maps 1 to 9)



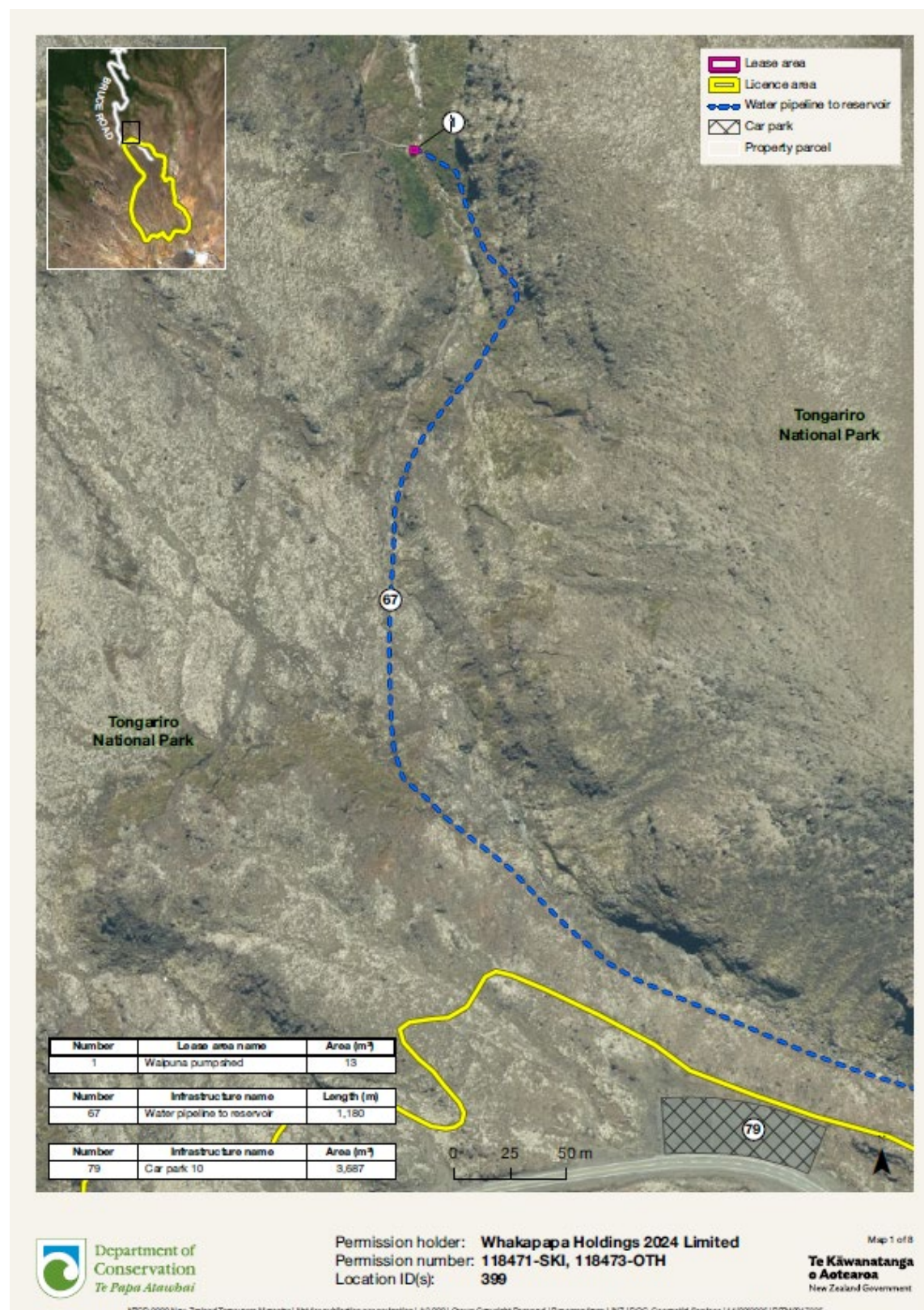


## Overview Map



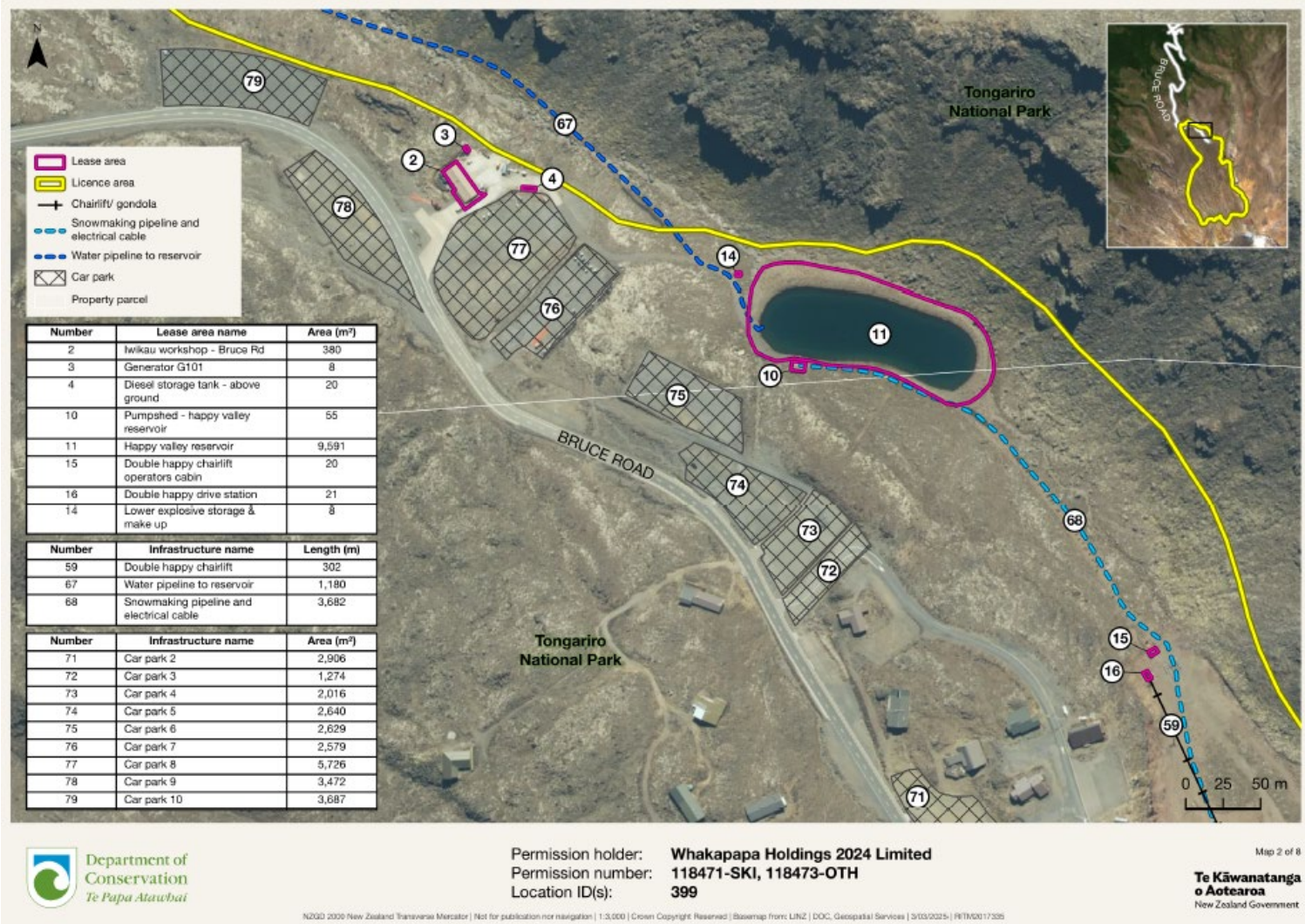


Map 1



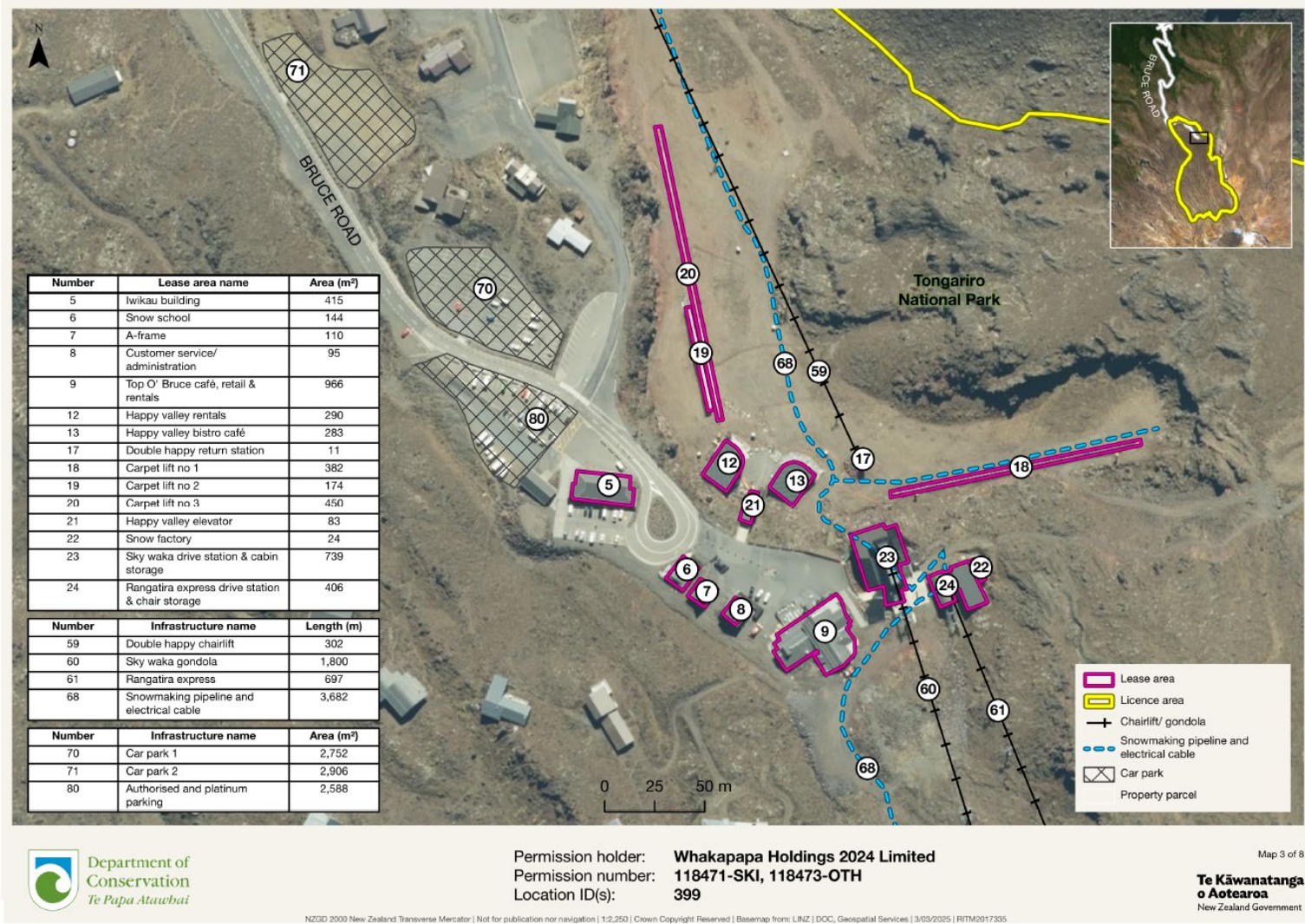


Map 2



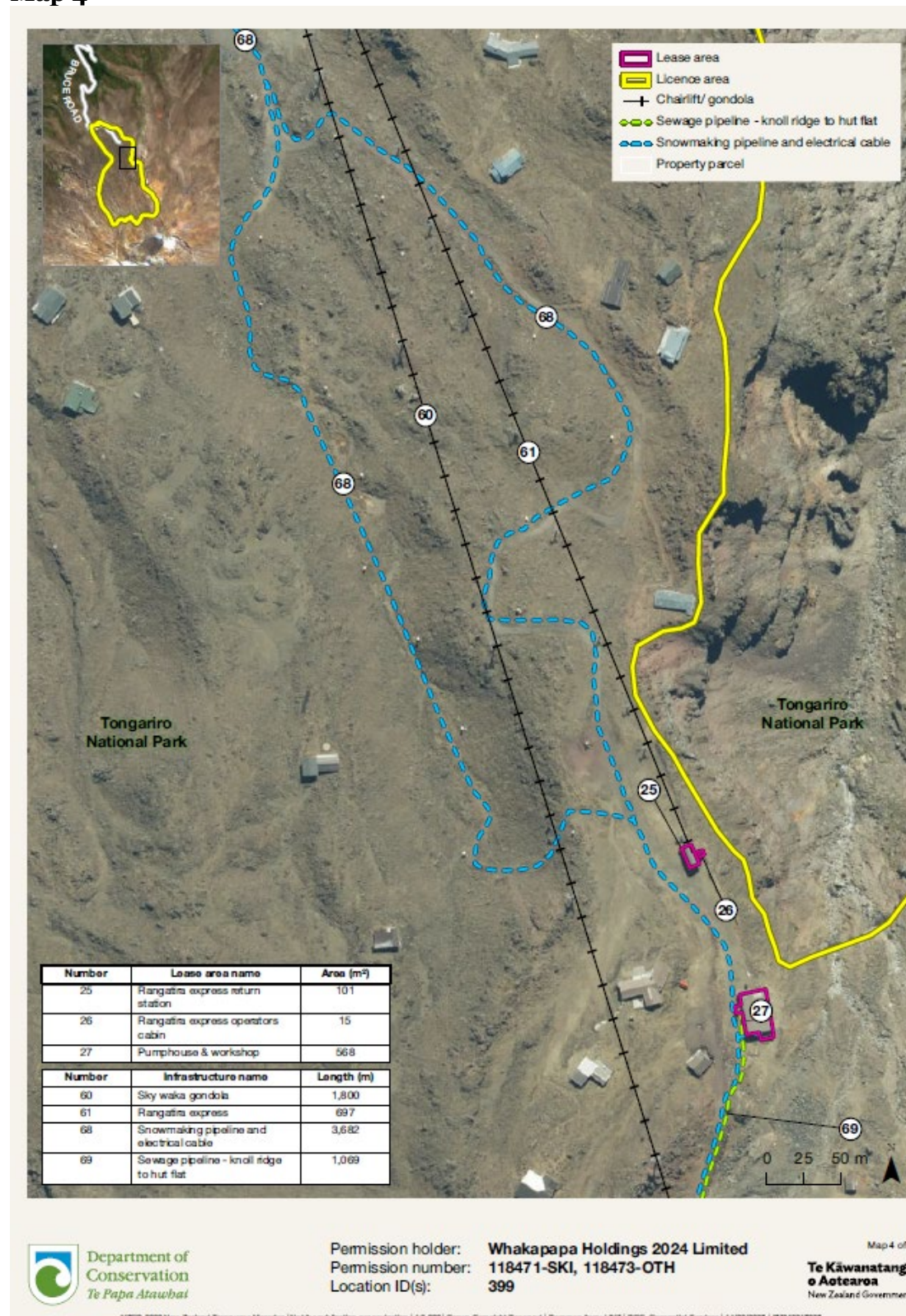


Map 3



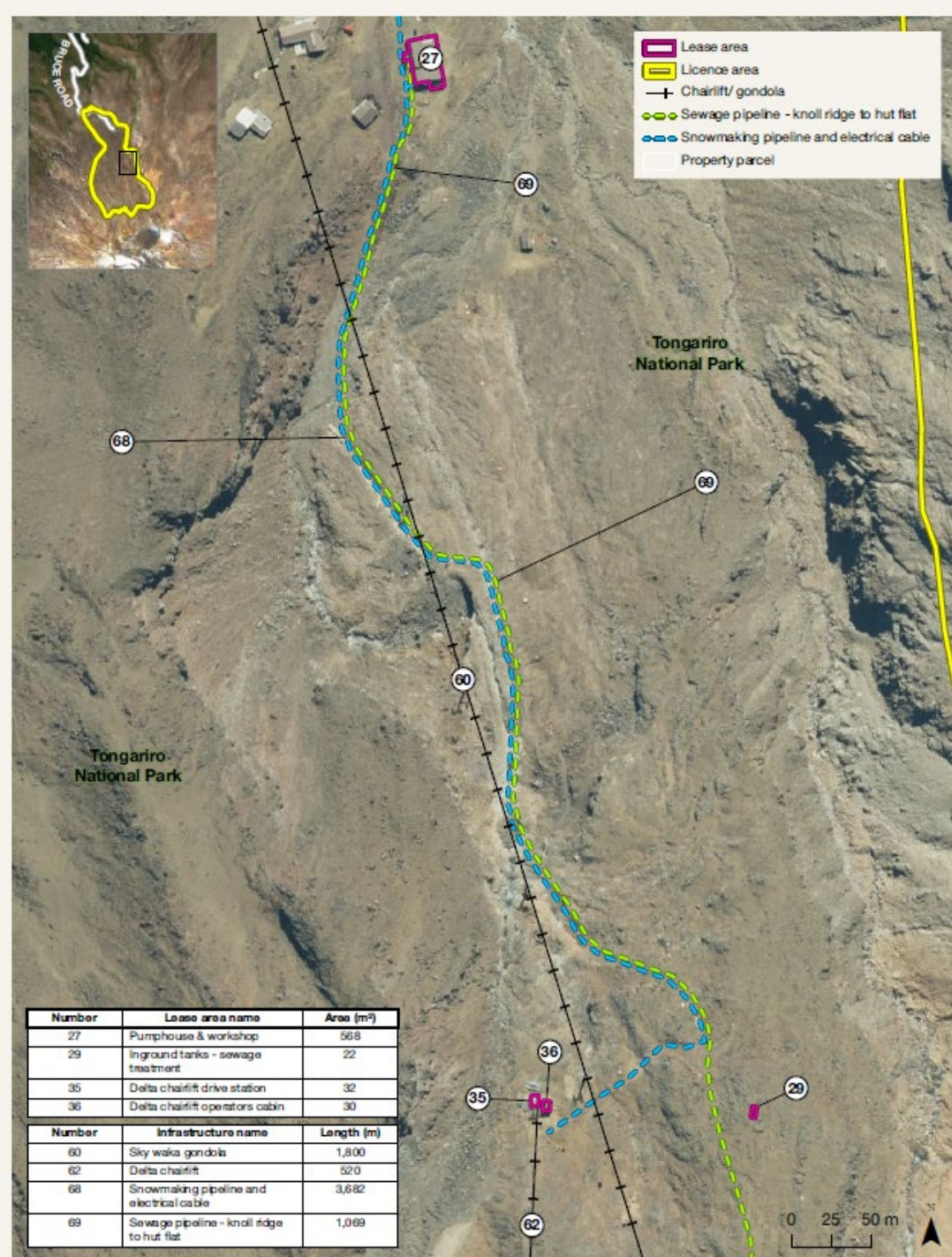


Map 4





## Map 5



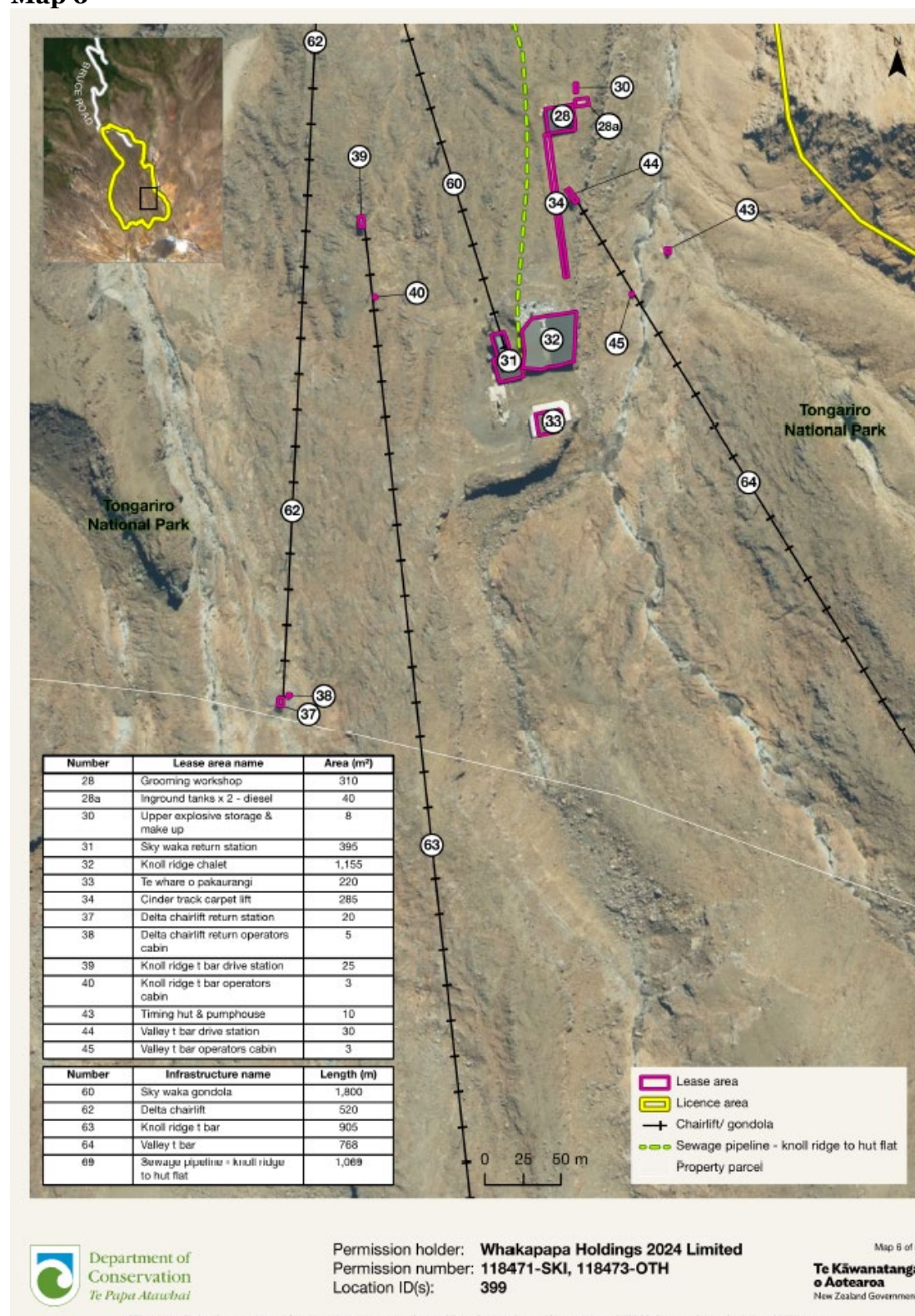
Permission holder: **Whakapapa Holdings 2024 Limited**  
 Permission number: **118471-SKI, 118473-OTH**  
 Location ID(s): **399**

Map 5 of 8  
**Te Kāwanatanga o Aotearoa**  
 New Zealand Government

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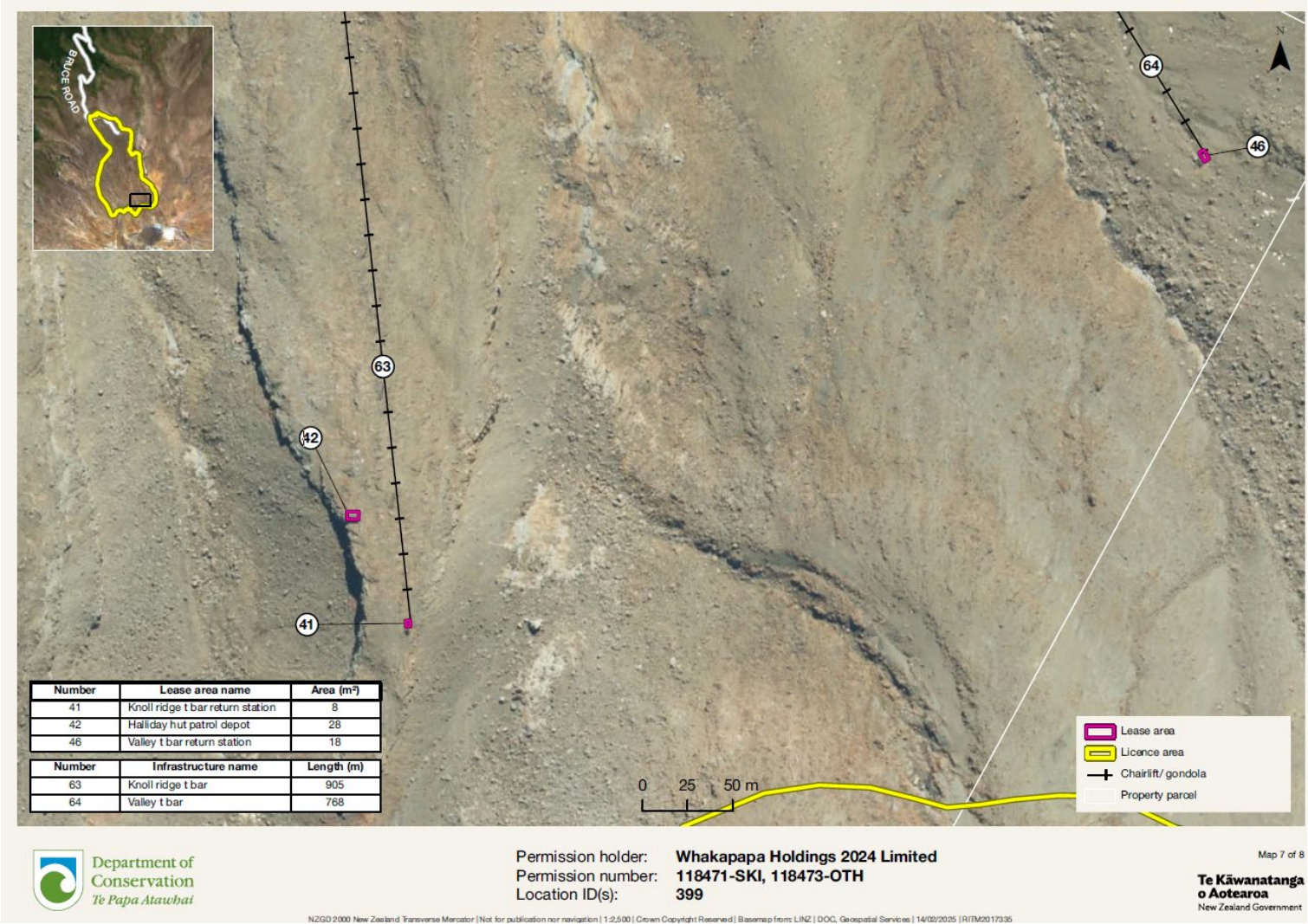


Map 6



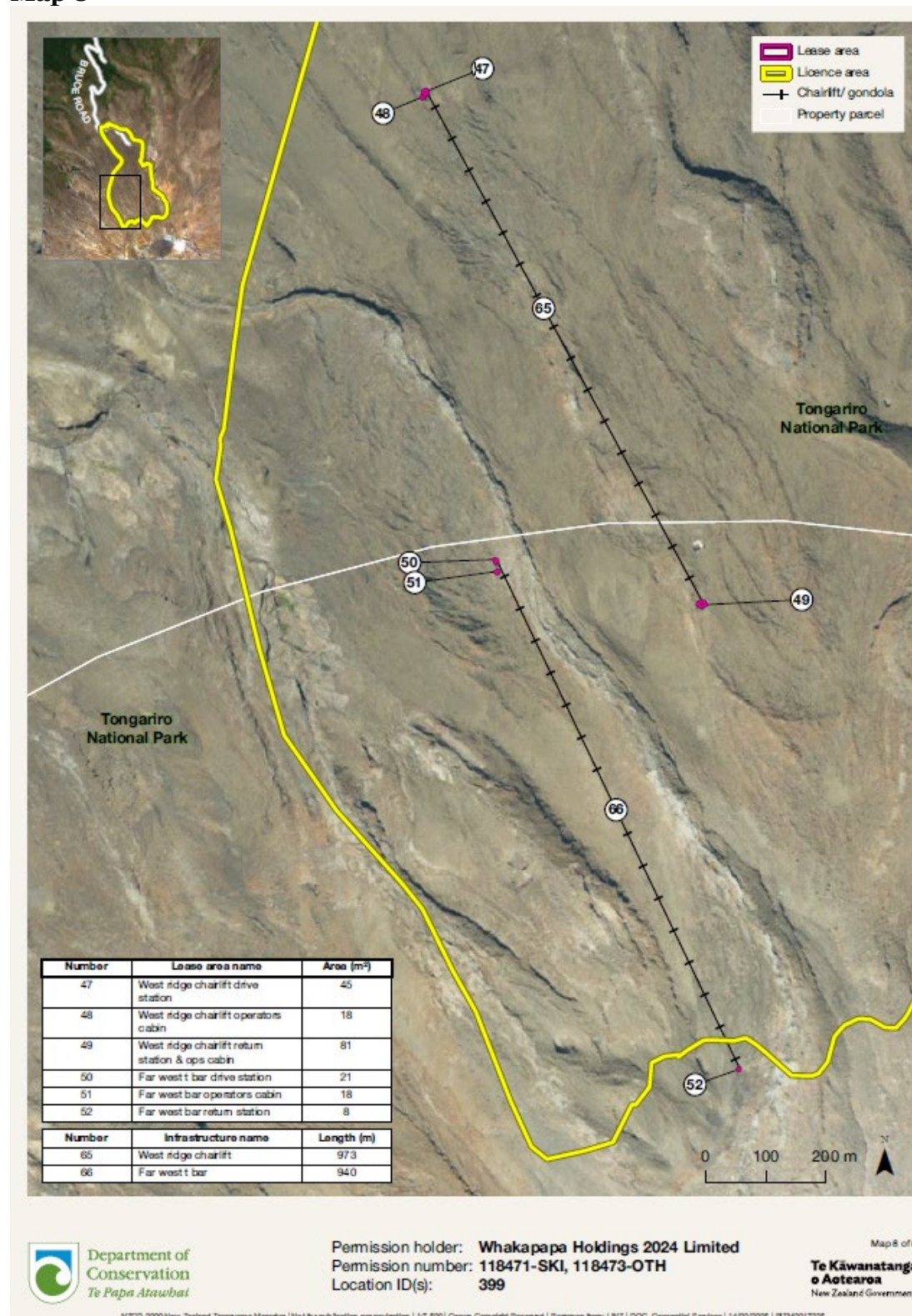


Map 7





Map 8



<b>Schedule 4.1: Table of Lease Structures and Facilities</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Footprint (m<sup>2</sup>)</b>	<b>Approx. Coordinates</b>
1	1	Waipuna Pumpshed	13	E1819775 N5655189
2	2	Iwikau Workshop – Bruce Road	380	E1820143 N5654459
3	2	Generator G101	8	E1820147 N5654481
4	2	Diesel storage tank – above ground	20	E1820189 N5654454
5	3	Iwikau Building	415	E1820602 N5653840
6	3	Snow School	144	E1820641 N5653798
7	3	A Frame	110	E1820651 N5653787
8	3	Customer Service/Administration	95	E1820668 N5653778
9	3	Top O Bruce café, retail and rentals	966	E1820710 N5653767
10	2	Pumpshed – Happy Valley Reservoir	55	E1820368 N5654336
11	2	Happy Valley Reservoir	9591	E1820421 N5654357
12	3	Happy Valley Rentals	290	E1820662 N5653851
13	3	Happy Valley Bistro café	283	E1820696 N5653842
14	2	Lower Explosive storage and make up	8	E1820328 N5654396
15	2	Double Happy Chairlift Operators cabin	20	E1820605 N5654145
16	2	Double Happy drive station	21	E1820602 N5654128
17	3	Double Happy return station	11	E1820729 N5653853
18	3	Carpet Lift No 1	382	E1820808 N5653849
19	3	Carpet Lift No 2	174	E1820648 N5653906
20	3	Carpet Lift No 3	450	E1820644 N5653946
21	3	Happy Valley Elevator	83	E1820674 N5653830
22	3	Snow Factory	24	E1820788 N5653799
23	3	Sky Waka drive station and cabin storage	739	E1820741 N5653804
24	3	Rangatira Express drive station and chair storage	406	E1820771 N5653790
25	4	Rangatira Express return station	101	E1821031 N5653154
26	4	Rangatira Express operators cabin	15	E1821039 N5653154
27	4, 5	Pumphouse and Workshop	568	E1821077 N5652264
28	6	Grooming Workshop	310	E1821305 N5652264
28a	6	Inground tanks x2 – Diesel	40	E1821282 N5652270
29	5	Inground tanks – sewage treatment	22	E1821282 N5652386
30	6	Upper explosive storage and make up	8	E1821320 N5652274
31	6	Sky Waka return station	395	E1821270 N5652101
32	6	Knoll Ridge Chalet	1155	E1821298 N5652115
33	6	Te Ware o Pakaurangi	220	E1821299 N5652061
34	6	Cinder Track Carpet lift	285	E1821303 N5652206
35	5	Delta Chairlift drive station	32	E1821144 N5652390

<b>Schedule 4.1: Table of Lease Structures and Facilities</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Footprint (m<sup>2</sup>)</b>	<b>Approx. Coordinates</b>
36	5	Delta Chairlift operators cabin	30	E1821152 N5652389
37	6	Delta Chairlift return station	20	E1821119 N5651875
38	6	Delta Chairlift return operators cabin	5	E1821152 N5652389
39	6	Knoll Ridge T Bar drive station	25	E1821174 N5652194
40	6	Knoll Ridge T Bar operators cabin	3	E1821182 N5652144
41	7	Knoll Ridge T Bar return station	8	E1821271 N5651297
42	7	Halliday Hut patrol depot	28	E1821240 N5651358
43	6	Timing Hut and Pumphouse	10	E1821377 N5652175
44	6	Valley T Bar drive station	30	E1821313 N5652210
45	6	Valley T Bar operators cabin	3	E1821354 N5652147
46	7	Valley T Bar return station	18	E1821714 N5651557
47	8	West Ridge Chairlift drive station	45	E1820165 N5652627
48	8	West Ridge Chairlift operators cabin	18	E1820161 N5652620
49	8	West Ridge Chairlift return station and operators cabin	81	E1820627 N5651773
50	8	Far West T Bar drive station	21	E1820283 N5651845
51	8	Far West T Bar operators cabin	18	E1820285 N5651827
52	8	Far West Bar return station	8	E1820688 N5650997
		<b>Total lease area</b>	<b>17,646m<sup>2</sup></b>	

<b>Schedule 4.2: Table of other infrastructure</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Footprint</b>	<b>Approx. Coordinates</b>
59	2, 3	Double Happy Chairlift	308m	E1820602 N5654128 to E1820729 N5653852
60	3, 4, 5, 6	SkyWaka Gondola	1800m	E1820741 N5653804 to E1821270 N5652101
61	3, 4	Rangatira Express	697m	E1820771 N5653789 to E1821030 N5653153
62	5, 6	Delta Chairlift	520m	E1821144 N5652389 to E1821119 N5651874
63	6, 7	Knoll Ridge T Bar	905m	E1821173 N5652193 to E1821271 N5651296
64	6, 7	Valley T Bar	768m	E1821313 N5652210 to E1821714 N5651557
65	8	West Ridge Chairlift	973m	E1820165 N5652627 to E1820627 N5651772
66	8	Far West T Bar	940m	E1820282 N5651845 to E1820688 N5650997
68	2, 3, 4, 5	Snowmaking Pipeline and electrical cable	3682m	E1820368 N5654336 to E1821151 N5652372

<b>Schedule 4.2: Table of other infrastructure</b>				
<b>Figure #</b>	<b>Map</b>	<b>Infrastructure / Building Name</b>	<b>Footprint</b>	<b>Approx. Coordinates</b>
69	4, 5, 6	Sewage pipeline – Knoll Ridge to Hut Flat	1069m	E1821063 N5653045 to E1821279 N5652092
70	3	Carpark 1	2752m <sup>2</sup>	E1820540 N5653938
71	2, 3	Carpark 2	2906m <sup>2</sup>	E1820477 N5654024
72	2	Carpark 3	1274m <sup>2</sup>	E1820387 N5654198
73	2	Carpark 4	2016m <sup>2</sup>	E1820374 N5654225
74	2	Carpark 5	2640m <sup>2</sup>	E1820326 N5654256
75	2	Carpark 6	2629m <sup>2</sup>	E1820286 N5654316
76	2	Carpark 7	2579m <sup>2</sup>	E1820202 N5654374
77	2	Carpark 8	5726m <sup>2</sup>	E1820180 N5654413
78	2	Carpark 9	3472m <sup>2</sup>	E1820063 N5654441
79	1, 2	Carpark 10	3687m <sup>2</sup>	E1820003 N5654525
80	3	Authorised and Platinum parking	2588m <sup>2</sup>	E1820566 N5653873

## **SCHEDULE 5 – Whakapapa Ski Area Lahar Alert and Warning System (WLAWS)**

### Operation of WLAWS

1. WLAWS consists of one control site, one infrastructure site, and six outstation sites:
  - a. Tongariro National Park Volcanic Alert Network control site at the Tongariro National Park Visitor Centre in Whakapapa Village. The WLAWS equipment at this site consists of networking equipment, a server, two master PLCs, a data radio, and a communications pole with data radio network aerials. It is also the location of the interface with Ruapehu Eruption Detection System (GeoNet equipment).
  - b. WLAWS data radio infrastructure site at the National Park Water Treatment Plant on SH47. Consists of the WLAWS data radio base station, and a communications pole with data radio network aerials.
  - c. The Concessionaire's radio network lahar warning outstation at the National Park Water Treatment Plant on SH47. (Produces the lahar warning voice message over Concessionaire radio channels). Consists of a PLC, data radio, radio warning 'grey box' and the Concessionaire's network radios.
  - d. Schuss Haus lahar warning outstation on Whakapapa Ski Area. Consists of a PLC, data radio, and an amplifier.
  - e. Delta Quad Drive lahar warning outstation on Whakapapa Ski Area. Consists of a PLC, data radio, and an amplifier.
  - f. Knoll Ridge Plant Building lahar warning outstation on Whakapapa Ski Area. Consists of a PLC, data radio, and two amplifiers.
  - g. Sky Waka lahar warning outstations at the drive and return stations on Whakapapa Ski Area. Each Sky Waka outstation consists of a PLC and 'warning box' for operators. These outstations are triggered by the Knoll Plant Building outstation PLC.
  - h. Far West Operator Shack lahar warning outstation on Whakapapa Ski Area. Consists of a PLC, data radio, and two amplifiers.
2. The Department owns and manages the WLAWS equipment at the above system sites. The Department will take all practicable and reasonable steps to ensure that that system remains functional and available.
3. The Concessionaire owns and manages the cable and speaker infrastructure that enables the outstation sites on Whakapapa Ski Area to produce an audible lahar warning to visitors. The Concessionaire will take all reasonable and practicable steps to ensure that that system remains functional and available
4. The demarcation between the Department's equipment and the Concessionaire's equipment are the speaker fuse terminations on the warning outstations at Whakapapa Ski Area. The Concessionaire's staff will not conduct work beyond the speaker fuse terminations unless authorised to do so, and the Department will not conduct work on speakers, or speaker cables, unless authorised to do so.
5. The Department will provide the Concessionaire with a dashboard within its web-based Volcanic Alert Network SCADA System to monitor WLAWS and to

test functionality of the Concessionaire's radio network lahar warnings and warning outstation operability. Each outstation will have a dedicated page in the dashboard.

6. The Concessionaire will pay an annual operating contribution to the Department for the operation of WLAWs.

## **SCHEDULE 6**

### **STATEMENT OF GROSS ANNUAL REVENUE**

#### **Whakapapa Holdings 2024 Limited**

#### **Whakapapa Ski Area**

#### **Lease and Licence**

Concession Number: 118471-SKI

**CONCESSION YEAR: 01/05/\_\_\_\_\_ to 30/04/\_\_\_\_\_**

#### **Items for inclusion:**

- i. A chartered accountant certified set of financial statements for the Concession Year just gone (or part-year if relevant) which clearly shows the Gross Annual Revenue associated with each aspect of the Concession Activity and including a profit and loss account and balance sheet for the relevant period; and
- ii. 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
- iii. 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
- iv. If the Gross Annual Revenue cannot be clearly identified in the financial statements a reconciliation must be provided to explain the relationship.

Please return to: Department of Conservation

PO Box 5244

Ōtepoti/Dunedin 9054

email: [TransactionCentre@doc.govt.nz](mailto:TransactionCentre@doc.govt.nz)



## SCHEDULE 7

