

Applicant Information Form 1a Notified or Non-notified Process



Department of
Conservation
Te Papa Atawhai

New Zealand Government

Is this the right application form for me?

This **Applicant Information Form 1a** – Notified or Non-notified Process must be completed for **the following longer term applications** (i.e. not one-off applications):

- Grazing
- Land use: Tenancing and/or using existing DOC facility/structure
- Land use: Use of public conservation land for private commercial facility/structure
- Guiding/Tourism/Recreation: Watercraft activities
- Filming
- Sports events
- Marine reserves application form 11a: Structure in a marine reserve

For other activities use the specific activity application forms that combine applicant and activity information or book a pre-application meeting.

How do I complete this applicant information form?

- Complete all sections of this **applicant information form**.
- In addition, you must complete the **activity application form/s** that you wish to undertake.
- DOC encourages electronic applications (e.g. typed Word document), rather than handwritten applications. Electronic applications are easier to read and less likely to be returned to you for clarification.
- If you need extra space, attach or include extra documents and label them according to the relevant section. Record all attachments in the table at the back of the application information form section **F Attachments**.

How do I submit my application?

Email the following to permissions@doc.govt.nz:

- **Completed applicant information form 1a**
- **Completed activity application form**
- Any other relevant attachments.

If I need help, where do I get more information?

- Check the [DOC webpage for the activity you are applying](#)¹ for.

¹ <https://www.doc.govt.nz/get-involved/apply-for-permits/apply-for-a-permit/>

- Arrange a pre-application meeting (either face to face or over the phone) by contacting the [Department of Conservation Office](#)² closest to where the activity is proposed. You can use [DOC maps](#)³ to identify which District Office you should contact. Or arrange a meeting with any of our [four offices that process concessions](#)⁴ – choose the one closest to where the activity is proposed.
- If your application covers multiple districts, contact the office nearest most of the locations you are applying for, or nearest to locations you have a specific question about.

What happens next?

Once your application forms are received, your application will be assessed by DOC. If your application is complete, DOC will begin processing.

If your application is incomplete it will be returned to you for more information.

Why does DOC ask for this information?

The questions in this application information form and the activity application form/s are designed to cover the requirements set out in conservation legislation. Your answers allow us to assess:

- Your most up-to-date details so that DOC can contact you about your application.
- Your qualifications, resources, skills and experience to adequately conduct the activity on public conservation land.
- Your creditworthiness will help determine whether DOC should extend credit to you and set up a DOC customer accounts receivable credit account for cost recovery. To make this assessment DOC will supply your information to a credit checking agency.

Note:

- Personal information will be managed by DOC confidentially. For further information check [DOC's privacy and security statements](#)⁵.
- Information collected by DOC will be supplied to a debt collection agency in the event of non-payment of payable fees.

What fees will I pay?

You may be required to pay a **processing fee** for this application regardless of whether your application is granted or not. You may request an estimate of the processing fees for your application. If you request an estimate, DOC may require you to pay the reasonable costs of the estimate prior to it being prepared. DOC will not process your application until the estimate has been provided to you. In addition, if you are granted a guiding concession on public conservation land you may be required to pay annual **activity and management fees**. These fees are listed on the [DOC webpage for the activity you are applying](#)⁶ for.

DOC will invoice your processing fees after your application has been considered. If your application is large or complex, DOC may undertake billing at intervals periodically during processing until a decision is made. If you withdraw your application DOC will invoice you for the costs incurred up to the point of your withdrawal.

² www.doc.govt.nz/footer-links/contact-us/office-by-name/

³ <http://maps.doc.govt.nz/mapviewer/index.html?viewer=docmaps>

⁴ <https://www.doc.govt.nz/get-involved/apply-for-permits/contacts>

⁵ <https://www.doc.govt.nz/footer-links/privacy-and-security/>

⁶ <https://www.doc.govt.nz/get-involved/apply-for-permits/apply-for-a-permit/>

Your application will set up a credit account with DOC. See the checklist at the end of the form for the terms and conditions you need to accept for a DOC credit account.

Will my application be publicly notified?

Your application will be publicly notified if:

- It is a license with a term of more than 10 years.
- It is a lease.
- After having regard to the effects of the activity, DOC considers it appropriate to do so.

Public notification will increase the time and cost of processing of your application.

What does DOC require if my application is approved?

If your application is approved DOC requires:

- **Insurance** to indemnify the Minister of Conservation against any claims or liabilities arising from your actions. The level of insurance cover will depend on the activity.
- A copy of your **safety plan** audited by an external expert (e.g. Health and Safety in Employment (Adventure Activity) Regulations 2011 audit or a DOC listed organisation). See the [Safety Plan](#)⁷ information on the DOC website for further information.

Note: DOC/Minister can vary the concession if the information on which the concession was granted contained material inaccuracies. DOC may also recover any costs incurred.

⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/safety-plans/>

A. Applicant details

Legal status of applicant (tick)	☒ Individual (Go to ①)	
	☐ Registered company (Go to ②)	☐ Trust (Go to ②)
	☐ Incorporated society (Go to ②) ☐ Other e.g. Educational institutes (Go to ②)	

①	Applicant name (individual)	Fiona Fountaine		
	Phone		Mobile phone	
	Email			
	Physical address			Postcode
	Postal address (if different from above)			Postcode

②	Applicant name (full name of registered company, trust, incorporated society or other)			
	Trading name (if different from applicant name)			
	NZBN if applicable (to apply go to: https://www.nzbn.govt.nz)		Company, trust or incorporated society registration number	
	Registered office of company or incorporated society (if applicable)			
	Company phone		Company website	
	Contact person and role			
	Phone		Mobile phone	
	Email			
	Postal address		Postcode	

Street address (if different from postal address)

Postcode

B. Pre-application meeting

Have you had a pre-application meeting or spoken to someone in DOC?

No

☐

Yes

☒

- If yes record the:

Date of DOC pre-application meeting

28 May 2026

Name of DOC staff member

Max Clark

Name of person who had the pre-application meeting with DOC

Fiona Fountaine

C. Activity applied for

Tick the **activity application form** applicable to the activity you wish to undertake on public conservation land. Complete the applicant information form and the activity application form and email them with any attachments to permissions@doc.govt.nz

ACTIVITY APPLICATION FORM*	FORM NO.	TICK
Grazing	2a	☐
Land use: Tenanted and/or using existing DOC facility/structure	3a	☐
Land use: Use of public conservation land for private/commercial facility/structure	3b	☒
Guiding/Tourism/Recreation: Watercraft activities	4b	☐
Filming	5a	☐
Sporting Events	6a	☐
Marine reserves application form: Structure in a marine reserve	11a	☐
Other activities (not covered in the above forms or in the new activity application forms that combine applicant and activity information)	7a	☐

Note: If the activity is not in this list check the activity on the DOC website to find the correct application form or book a pre-application meeting. Application forms that combine applicant and activity information on the DOC website include:

- [Aircraft activities](https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/aircraft-activities/)⁸
- [Easements](https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/)⁹

⁸ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/aircraft-activities/>

⁹ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/>

- [Land based guiding](#)¹⁰

¹⁰ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

D. Are you applying for anything else?

Are you submitting any other application forms in relation to this application?

No	☒
Yes	☐

- If yes, state which application forms:

E. Background experience of applicant

Provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous concessions, membership of professional organisations, and relevant qualifications).

Boatshed was previously licenced, but lapsed

Previous licence attached

F. Attachments

Attachments should *only* be used if there is:

- Not enough space on the form to finish your answer
- You have additional information that supports your answer
- You wish to make an additional request of DOC regarding the application.

Label each document clearly and complete the table below.

Section of the application form the attachment relates to	Document title	Document format (e.g. Word, PDF, Excel, jpg etc.)	Description of attachment
<i>E</i>	<i>Foreshore Licence to occupy SFR646 - shared boatshed</i>	<i>PDF</i>	<i>Previous Licence</i>

G. Checklist

Application checklist	Tick
I have completed all sections of this applicant information form relevant to my application and understand that the form will be returned to me if it is incomplete.	☒
I certify that the information provided in this applicant information form, and any attached additional forms is, to the best of my knowledge, true and correct.	☒
I have completed the activity application form .	☒
I have appropriately labelled all attachments and completed section F Attachments .	☒
I will email permissions@doc.govt.nz my: • Completed applicant information form • Completed activity application form/s • Any other attachments.	☒

H. Terms and conditions for a credit account with the Department of Conservation

Have you held an account with the Department of Conservation before?	Tick
No	☐
Yes	☒
If 'yes' under what name	Fiona Fountaine
Does your organisation require a purchase order number for invoicing purposes?	☐
If yes, please provide the number here:	

All invoices related to this Permission will be coded to this purchase order number unless otherwise advised. It is the applicant's responsibility to advise the Department if the purchase order needs to change through the lifetime of the Permission.

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to the terms and conditions for an account with the Department of Conservation

Terms and conditions	Tick		
I/We agree that the Department of Conservation can provide my/our details to the Department's Credit Checking Agency to enable it to conduct a full credit check.	☒		
I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective.	☒		
I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice.	☒		
I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date.	☒		
I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account.	☒		
I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions (as above) of the credit account are not met.	☒		
I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees.	☒		
Typed applicant name/s	Fiona Fountaine	Date	5 June 2026

For Departmental use			
Credit check completed			
Comments:			
Signed		Name	
Approved (Tier 4 manager or above)		Name	



The Department recommends that you contact the Department of Conservation Office closest to where the activity is proposed to discuss the application prior to completing the application forms. Please provide all information requested in as much detail as possible. Applicants will be advised if further information is required before this application can be processed by the Department.

This form is to be used when the proposed activity is the building or use of any private or commercial facility or structure on public conservation land managed by the Department of Conservation. Examples may include lease of land to erect an information centre; authorisation to erect a weather station; or construct or lease a private/commercial campground or lodge. This form is to be completed in conjunction with either Applicant Information Form 1a (longer term concession) or Applicant Information Form 1b (one-off concession) as appropriate.

Please complete this application form, attach Form 1a or Form 1b, and any other applicable forms and information and send to permissions@doc.govt.nz. The Department will process the application and issue a concession if it is satisfied that the application meets all the requirements for granting a concession under the Conservation Act 1987.

If you require extra space for answering please attach and label according to the relevant section.

A. Description of Activity

Please describe the proposed activity in detail – where the site is located, please use NZTM GPS coordinates where possible, what you intend to use the building for, whether you intend to make any changes to the infrastructure.

Please include the name and status of the public conservation land, the size of the area for which you are applying and why this area has been chosen.

If necessary, attach further information including a map, a detailed site plan and drawings of proposal and label Attachment 3b:A.

Use of 50% of existing duplex boatshed
Previous DOC licence attached with all info - no change to the activity and location details contained therein
On Sounds Foreshore (Local Purpose) Reserve
Fronting Lot 1 DP 6982 and Lot 3 DP 2947
Boatshed fully located on SFR 39.5sqm

B. Alternative sites considered

If your application is to **build, extend or add** to any permanent or temporary structures or facilities on public conservation land, please provide the following details:

- Could this structure or facility be reasonably located outside public conservation land? Provide details of other sites/areas considered.
- Could any potential adverse effects be significantly less (and/or different) in another conservation area or another part of the conservation area to which the application relates? Give details/reasons

Boatshed is already located on SFR, has been previously approved
No change to my 50% of the existing duplex boatshed, reapplying due to lapsed previous licence

C. Larger area

Is the size of the area you are applying for **larger** than the structure/facility

NO

If **yes**, please detail the size difference in the box below, and answer the following 3 questions, if **no** please go on to the next section:

Is this necessary for safety or security purposes?

YES / NO

Is this necessary as an integral part of the activity?

YES / NO

Is this essential to carrying on the activity?

YES / NO

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:C.

D. Exclusive possession

Do you believe you need **exclusive possession** of the public conservation land on which your structure/building is located, ie no one else can use the land during your use of it?

YES

(Exclusive occupation requires a lease which requires public notification of the application)

If **yes**, please answer the following 3 questions, if no please go to the next section:

Is exclusive possession necessary to protect public safety?

NO

Is exclusive possession necessary to protect physical security of the activity?

YES

Is exclusive possession necessary for the competent operation of the activity?

YES

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:D.

Boatshed contains privately owned assets which are contained within

E. Technical Specifications (for telecommunications sites only)

Frequencies on which the equipment is to operate

Power to be used (transmitter output)

Polarisation of the signal

Type of antennae

The likely portion of a 24 hour period that transmitting will occur

Heaviest period of use

F. Term

Please detail the length of the term sought (i.e. number of years or months) and why.

Note: An application for a concession for a period over 10 years must be publicly notified, an application for a concession up to 10 years will not be publicly notified unless the adverse effects of the activity are such that it is required, or if an exclusive interest in the land is required.

30 years

G. Bulk fuel storage

Under the Hazardous Substances and New Organisms Act 1996 (HSNO Act) 'Bulk fuel storage' is considered to be any single container, stationary or mobile, used or unused, that has a capacity in excess of 250 litres of Class 3 fuel types. This includes petrol, diesel, aviation gasoline, kerosene and Jet A1. For more information on Hazardous Substances, go to:

<http://www.business.govt.nz/worksafe/information-guidance/legal-framework/hsno-act-1996>

Do you intend to store fuel in bulk on the land as part of the activity?

NO

If you have answered yes, then please provide full details of how and where you intend to store the fuel, and label any attachments including plans, maps and/or photographs as Attachment 3b:G. If your concession application is approved you will be required to provide a copy of your HSNO compliance certification to the Department before you begin the activity.

H. Environmental Impact Assessment

This section is one of the most important factors that will determine the Department's decision on the application. Please answer in detail.

In column 1 please list all the locations of your proposal, please use NZTM GPS coordinates where possible. In column 2 list any special features of the environment or the recreation values of that area. Then in column 3 list any effects (positive or adverse) that your activity may have on the values or features in column 2. In column 4 list the ways you intend to mitigate, remedy or avoid any adverse effects noted in column 3. Please add extra information or supporting evidence as necessary and label Attachment 3b:H.

Refer to Steps 1 and 2 in your Guide to Environmental Impact Assessment to help you fill in this section.

Location on public conservation land	Special feature or value	Potential effects of your activity on the feature or value (positive or adverse)	Methods to remedy, mitigate or avoid any adverse effects identified
<i>Info per previous DOC licence attached – no change</i>			
On Sounds Foreshore (Local Purpose) Reserve Fronting Lot 1 DP 6982 and Lot 3 DP 2947 Boatshed fully located on SFR 39.5sqm	Beachfront	No effect, boatshed has already been there for decades with no impact on surroundings	Nil

I. Other

Is there any further information you wish to supply in support of your application? Please attach if necessary and label Attachment 3a:I.

Email from Max Clark at DOC



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **MB4B/1438**
Land Registration District **Marlborough**
Date Issued 17 March 1988

Prior References
MB43/10

Estate Fee Simple
Area 3000 square metres more or less
Legal Description Lot 1 Deposited Plan 6982
Registered Owners
Fiona Rochelle Fountaine

Interests

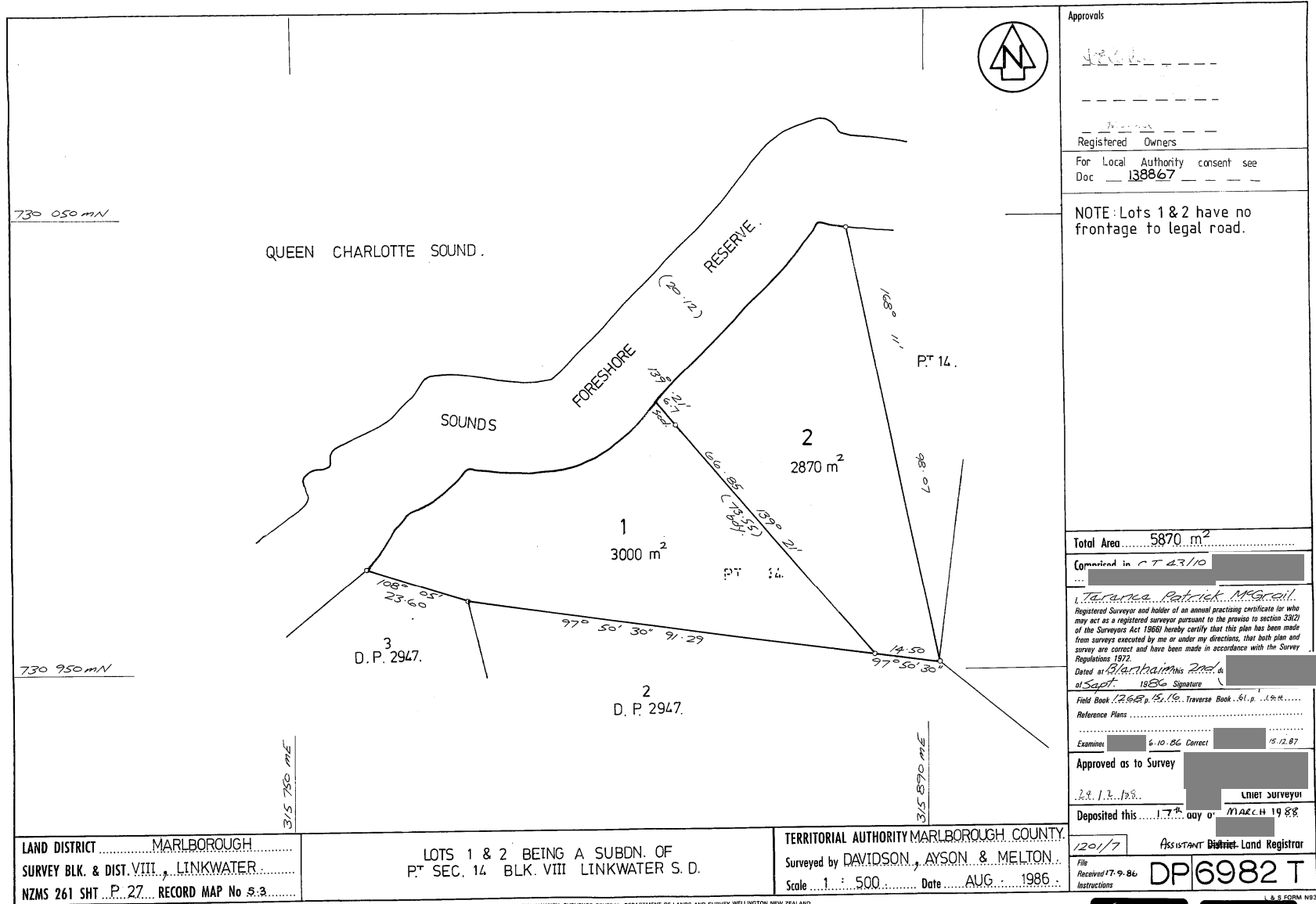
41309 Transfer creating the following easements

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water	Lot 2 Deposited Plan 2947 - CT MB1B/1491	Blue DP 2947	Lot 1 Deposited Plan 6982 - herein	
Convey water	Lot 3 Deposited Plan 2947 - CT MB1B/1491	Yellow DP 2947	Lot 1 Deposited Plan 6982 - herein	

Reserving the right to (now) Her Majesty the Queen all minerals, mineral oils, gas, metals, coal or valuable stone under the surface of the land and reserving the right of ingress egress and regress to all persons lawfully engaged in working any such minerals, mineral oils, gas, metal, coal or stone

Appurtenant hereto is a right of way created by Transfer 5620751.1 - 12.6.2003 at 9:00 am

Appurtenant hereto are rights of way created by Transfer 5935713.7 - 17.3.2004 at 9:00 am



(SFR: 646)
PAL 24/118/01

DATED _____

Between

MINISTER OF CONSERVATION
("the Licensor")

and

CHRISTINE JOAN SMITH, JAMES ALISTAIR HAY GUILD, &
GERALD FRASER FITZGERALD (½ SHARE) and (Lot 3)
JOHN WORRALL WHEELANS, CRANWELL LESLIE BULL &
AMO TRUSTEES LIMITED (½ share), (Lot 1)
("the Licensees")

(joint ownership
of boatshed.)

LICENCE TO OCCUPY
SOUNDS FORESHORE RESERVE



Department of Conservation
Te Papa Atawhai

DATED 14.1.2003

Between

MINISTER OF CONSERVATION
("the Licensor")

and

Graham Fitzgerald.
CHRISTINE JOAN SMITH, JAMES ALISTAIR HAY GUILD,
~~COLIN DAVID HAY GUILD~~, LORRAINE ELLEN PICKERING,
~~JOSEPH WALLACE and MERVYN WILLIAM WISHEART~~
BRIAN JON PICKERING ("the Licensees") ROBERT GRAHAM PICKERING.

LICENCE TO OCCUPY
SOUNDS FORESHORE RESERVE



Department of Conservation
Te Papa Atawhai



THIS DOCUMENT is made this ¹⁴ day of January 2003

PARTIES:

1. MINISTER OF CONSERVATION, ("the Licensor")
2. CHRISTINE JOAN SMITH, JAMES ALISTAIR HAY GUILD, COLIN DAVID HAY GUILD, LORRAINE ELLEN PICKERING, ~~JOSEPH WALLACE and MERVEN WILLIAM WISHEART~~, ("the Licensees")
BRIAN JON PICKERING, ROBERT GRAHAM PICKERING.

BACKGROUND

- A. The Reserve described in Schedule 1 is vested in the Licensor as a local purpose (Sounds Foreshore) reserve.
- B. Section 7 of the Reserves and Other Lands Disposal Act 1982 authorises the Licensor to grant a licence to occupy Sounds Foreshore reserves.
- C. The Licensee wishes to use and occupy the Site subject to the terms and conditions of this Document.
- D. The Licensor has agreed to grant the Licensee a licence to use and occupy the Site.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"Background" means the matters referred to under the heading 'Background' on page 2 of this Document.

"Commissioner" means the person appointed by the Director-General under section 62 of the Reserves Act 1977.

"Department" means the Department of Conservation established by section 5 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Licence", for the purposes of this Document, is the Licence granted under this Document by the Licensor to the Licensee under section 7 of the Reserves and Other Lands Disposal Act 1982.

"Licence Fee" means the amount specified in Item 7 of Schedule 1 and charged by the Licensor for the Licensee's right to use and occupy the Site. It includes any variation in that amount following a Licence Fee Review.

"Licence Fee Payment Date" means the date specified in Item 9 of Schedule 1 on which each instalment of the Licence Fee falls due for payment.

"Licence Fee Review" means a review of the Licence Fee determined in accordance with clause 6 of this Document.

"Licence Fee Review Date" means the date specified in Item 11 of Schedule 1 on which the Licence Fee Review occurs being at 3 year intervals calculated from the date of commencement of this Document.

"Penalty Interest Rate" means the rate specified in Item 10 of Schedule 1.

"Reserve" means the local purpose (Sounds Foreshore) reserve vested in the Licensor under the Reserves Act 1977 and more particularly described in Item 1 of Schedule 1.

"Site" means that part of the Reserve described in Item 2 of Schedule 1 and which is more particularly described and shown on the Plan attached to Schedule 2.

"Structure" includes buildings and fences.

"Term" means the period of time specified in Item 4 of Schedule 1 during which this Document operates.

"Working Days" means days on which the registered banks are open for general banking business.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's successors in title;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include all other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Licensor's consent or approval is expressly required under a provision of this Document, the Licensee must seek the consent or approval of the Licensor for each separate occasion it is required notwithstanding that the Licensor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF LICENCE

2.1 In exercise of the Licensor's powers under section 7 of the Reserves and Other Lands Disposal Act 1982 the Licensor **GRANTS** to the Licensee a renewable **LICENCE** to use and occupy the Site subject to the terms and conditions in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 4 of Schedule 1.

3.2 Subject to clause 3.3 the Licensor, at the Licensee's cost, will renew the Term for a further period specified in Item 5 of Schedule 1.

3.3 The renewal is to be on the same terms and conditions expressed or implied in this Document and any additional conditions as required by the Licensor, including this right of renewal, provided the Licensee:

- (a) observes the terms and conditions contained in this Document; and
- (b) has given to the Licensor written notice of the Licensee's intention to renew this Document at least 3 months before the end of the term, which notice is to be irrevocable.

4.0 LICENCE FEE

- 4.1 The Licensee must pay to the Licensor in advance and in the manner directed by the Licensor the Licence Fee (+ GST where applicable) in the instalments and on the Licence Fee Payment Dates specified in Items 7, 8, and 9 of Schedule 1.
- 4.2 If the Licensee defaults in payment of the Licence Fee for 1 calendar month after a Licence Fee Payment Date the Licensee is to pay interest on the unpaid Licence Fee from the Licence Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 10 of Schedule 1.

5.0 OTHER CHARGES

- 5.1 In addition to the Licence Fee the Licensee must pay the following charges ("Other Charges") on demand and in the manner directed by the Licensor:
 - (a) all levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied or reasonably assessed, or which may become payable in relation to the Licensee's use and occupation of the Site;
 - (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Licensor.
- 5.2 If the Licensee surrenders this Document with the consent of the Licensor, the Licensee will continue to be liable for and must pay to the Licensor on demand in respect of its use or occupation of the Site, all Other Charges which may be due for the current payment period even though that period may not expiry until after the date of surrender.
- 5.3 The Licensee must pay all charges for electric power, water supply, telephone and other utilities supplied to the Site. The Licensor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.

6.0 LICENCE FEE REVIEW

- 6.1 The Licensor will review the Licence Fee on the Licence Fee Review Dates.
- 6.2 The Licensor will commence the review not earlier than 3 months before a Licence Fee Review Date and no later than 3 months following the Licence Fee Review Date by giving written notice to the Licensee.
- 6.3 The notice must specify the Licence Fee which the Licensor considers to be the market value for the Licence Activity as at the Licence Fee Review Date.
- 6.4 If, within 28 days of receipt of the Licensor's notice, the Licensee gives written notice to the Licensor that the Licence disputes the proposed new Licence Fee the new Licence Fee is to be determined in accordance with clause 17.
- 6.5 Until determination of the new Licence Fee, the Licence Fee payable by the Licensee from the Licence Fee Review Date is to be the Licence Fee payable immediately before the Licence Fee Review Date. On determination of the new Licence Fee an adjustment is to be made and paid, either by the Licensor or by the Licensee, whichever is applicable.
- 6.6 If the Licensee does not give notice to the Licensor under clause 6.4 the Licensee will be deemed to have accepted the Licence Fee specified in the Licensor's notice.

7.0 LICENCE ACTIVITY

7.1 The Licensee is to use and occupy the Site for the purposes specified in Item 3 of Schedule 1 only.

8.0 LICENSEE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

8.1 The Licensee must not erect, replace, make alterations or additions to, or bring on to the Site any Structure, install any facility, or alter the Site in any way without the prior written consent of the Licensor.

8.2 In giving approval under clause 8 the Licensor may, in the Licensor's sole and absolute discretion, impose any reasonable terms and conditions including a review of the Licence Fee, as the Licensor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.

8.3 The Licensee must pay to the Licensor 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.

8.4 The Licensee must, upon request by the Licensor, submit written engineering or building plans and details to the Licensor for approval before:

- (a) erecting, altering, adding to or replacing a structure on the Site;
- (b) bringing any structure on to the Site;
- (c) installing any facilities on the Site; or
- (d) altering the Site in any way.

8.5 When undertaking any work under this clause the Licensee must comply with all statutory requirements including obtaining building consents and code of compliance certificates under the Building Act 1991.

9.0 LICENSEE'S FURTHER OBLIGATIONS

9.1 The Licensee must at the Licensee's expense:

- (a) keep the Site free from all plant pests, animal pests, insect or rodent infestation;
- (b) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements.

9.2 The Licensee must not:

- (a) hinder or obstruct access to the general public over any part of the Reserve not included in this Licence;
- (b) obstruct, disturb, annoy, or interfere with any other person on the lawful use or enjoyment of the Reserve.

10.0 PROTECTION OF THE ENVIRONMENT

10.1 Except as approved in writing by the Licensor the Licensee will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger any natural features, animals, plants, or historic resources on the Reserve; or
- (b) deposit on the Reserve debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Reserve; or



- (c) pile or store materials in any place on the Reserve where they may obstruct the public or create a nuisance; or
 - (d) conduct any noxious, noisome, dangerous or offensive activity on the Reserve.
- 10.2 The Licensee must make adequate provision for suitable sanitary facilities for the Site if required by the Licensor and for the disposal of all refuse material and is to comply with the reasonable directions of the Licensor in regard to these matters.
- 10.3 The Licensee will keep all Structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Licensor, the Licensee will paint all structures and facilities in colours specified in writing by the Licensor and with paints of a type approved in writing by the Licensor.
- 10.4 If, during the Term, the Licensee removes a Structure or facility from the Site the Licensee will, unless the Licensor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Site in the clean and tidy condition.
- 10.5 Should the Licensee fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Licensor may approve in writing, the Licensor may undertake whatever works and operations are necessary to effect the same and may recover from the Licensee any costs and expenses incurred in doing it as a debit due by the Licensee to the Licensor.
- 10.6 The Licensee must take all reasonable precautions to ensure that no fire hazards arise from its use or occupation of the Site or from any act or neglect of its employees, contractors, invitees or agents.
- 11.0 ASSIGNMENT**
- 11.1 The Licensee will not assign, sublet, mortgage, charge, grant any lien or otherwise dispose or part with the possession of the whole or any part of the Site without the prior consent in writing of the Licensor.
- 11.2 Where the Licensee is the owner of land adjoining the Site, any sale of that adjoining land is deemed to include the sale of this Licence and this Licence will not be capable of being transferred, sublet, or disposed other than with the adjoining land.
- 11.3 The consideration for any such disposal may include the value of all Structures and facilities under this Licence.
- 11.4 If the Licensee's interest in the adjoining land is cancelled or determined at law, this Licence will also be terminated subject to the Licensee's right to remove the structures and facilities under clause 15.
- 11.5 No prior consent is required to give effect to a valid sale or assignment under clause 11.2
- 12.0 TERMINATION**
- 12.1 The Licensor may terminate this Licence by 1 calendar month's notice in writing to the Licensee if:
- (a) the public interest so requires it;
 - (b) the Licence Fee or any other money payable to the Licensor under this Document is in arrears and unpaid for 1 month after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (c)(i) the Licensee breaches any terms of this Document; and
 - (c)(ii) the Licensor has notified the Licensee in writing of the breach; and
 - (c)(iii) the Licensee does not rectify the breach within 7 days of receiving notification; or

(c) the Licensee ceases to use or occupy the Site.

12.2 If the Licensor terminates the Document under this clause 12 all rights of the Licensee are to cease absolutely; but the Licensee is not to be released from any liability to pay the Licence Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

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

13.0 POWERS, RIGHTS AND AUTHORITIES

13.1 All powers, rights and authorities of the Licensor under this Document and any notice required to be given by the Licensor may be exercised and given by the Commissioner.

14.0 INDEMNITIES AND INSURANCE

14.1 The Licensee will indemnify and keep indemnified the Licensor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Licensee, its employees, agents, contractors, or clients or otherwise caused as a result of its use or occupation of the Site or the Licensee's carrying out of the Licence Activity on the Site.

14.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

14.3 Without prejudice to or in any way limiting its liability under clause 14.1 the Licensee must take out and keep in force during the Term:

(a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its use and occupation of the Site and covering:

(i) general indemnity for a sum not less than the amount specified in Item 12 of Schedule 1; and

(ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 13 of Schedule 1.

14.4 The Licensee must provide, if requested by the Licensor, copy certificates of currency for the policies of insurance on the date of execution of this Document and on each renewal of the certificates.

15.0 EXPIRY OF LICENCE

15.1 Upon the expiry or earlier termination of the term the Licensor will not be liable to pay compensation for any Structure, facility, or land alteration of the Licensee, all of which, subject to clause 15.2 are to remain the property of the Licensee and will be deemed not to have become fixtures on the Site.

15.2 Subject to any conditions set out in Schedule 2, at the expiry, surrender, or termination of the term the Licensee must:

(a) remove all the Licensee's Structures and facilities on the Site within 6 months of the date of termination or this Licence unless the Licensor approves otherwise in writing; and

(b) leave the Site in a clean and tidy condition to the satisfaction of the Licensor.

15.3 If the Licensee does not remove the structures and facilities as required by clause 15.2, or as otherwise approved by the Licensor, the Structures and facilities remaining on the Site will be deemed to have become fixtures and ownership in them will vest absolutely in the Licensor.

- 15.4 In that case the Licensor will not be liable to pay any compensation to the Licensee for the Structures and facilities and may, at the Licensor's option, remove or destroy or otherwise dispose of them and recover the costs and expenses of the removal or destruction from the Licensee as a debt due to the Licensor.

16.0 FORCE MAJEURE

- 16.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

17.0 DISPUTE RESOLUTION AND ARBITRATION

- 17.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 17.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to 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.
- 17.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 17.4 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 local District Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

18.0 NOTICES

- 18.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 14 of Schedule 1.
- 18.2 A notice given in accordance with clause 18.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of a letter, on the third working day after posting;
 - (c) in the case of facsimile, on the date of dispatch.

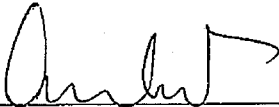
19.0 MISCELLANEOUS

- 19.1 This Licence is intended to take effect as a renewable licence under section 7 of the Reserves and Other Lands Disposal Act 1982 as amended by section 6 of the Reserves and Other Lands Disposal Act 1993; and the provisions of that Act and of any regulations made under it which are applicable to this Licence, are to be binding on the parties in the same manner as if they have been fully set out in this Licence.
- 19.2 This Licence does not entitle the Licensee to purchase the fee simple of the Site at any time.

20.0 SPECIAL CONDITIONS

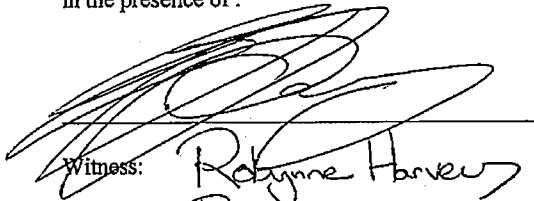
- 20.1 Special conditions relating to this Document are set out in Schedule 2.

Signed by :



ALAN ROBERT WHITE

for and on behalf of
the Minister of Conservation
pursuant to a written delegation
in the presence of :


Witness: Robynne Harvey
Occupation: Receptionist
Address: Nelson

Signed by :



CHRISTINE JOAN SMITH



JAMES ALISTAIR HAY GUILD



~~COLIN DAVID HAY GUILD~~

In the presence of :



Witness:

Occupation: 
Address: 

Witness: 

Occupation: 
Address: 

Witness: _____

Occupation:

Address:




LORRAINE ELLEN PICKERING


~~JOSEPH WALLACE~~
BRIAN JON PICKERING.


~~MERVYN WILLIAM WISHEART~~
ROBERT GRAHAM PICKERING.

as Licensees


Witness:

Occupation: 

Address: 


Witness:

Occupation: 

Address: 


Witness:

Occupation: 

Address: 

SCHEDULE 1

- | | | |
|-----|--|--|
| 1. | Reserve: <i>(see definition of Reserve in clause 1.1)</i> | Sounds Foreshore (Local Purpose) Reserve
Lot 1, DP 6982 * |
| 2. | Site: <i>(see definition of Site in clause 1.1)</i> | Fronting Lot 3, DP 2947, Block VIII,
Linkwater SD, CT 43/10 and IB/1491. |
| 3. | Purposes for which Site used or occupied: <i>(see clause 7)</i> | Boatshed |
| 4. | Term <i>(see clause 3)</i> | 10 years commencing 1 January 2001 |
| 5. | Renewal <i>(see clause 3.2)</i> | 10 yearly |
| 6. | Expiry Date <i>(see clause 3.3)</i> | 31 December 2010 |
| 7. | Licence Fee <i>(see clause 4.1)</i> | Boatshed, PB 39.5 sq m \$270.00 plus GST |
| 8. | Licence Fee instalments <i>(see clause 4.1)</i> 6 monthly, | \$135.00 plus GST |
| 9. | Licence Fee Payment Date <i>(see clause 4.1)</i> | 1 January and 1 July each year |
| 10. | Penalty Interest Rate <i>(see clause 4.2)</i> | 3% above Westpac's current lending rate,
per month. |
| 11. | Licence Fee Review Date <i>(see clause 6)</i> | 1 January 2006 |
| 12. | Public Liability General Indemnity Cover <i>(see clause 14.3)</i> | \$100,000.00 |
| 13. | Public Liability Forest & Rural Fire Extension <i>(see clause 14.3)</i> | \$50,000.00 |
| 14. | Addresses for Notices <i>(see clause 18)</i> | The Conservator
Department of Conservation
Private Bag 5
NELSON
Fax 03 548 2805

Lorraine Pickering
P O Box 166
PICTON |

SCHEDULE 2

Special Conditions

NIL

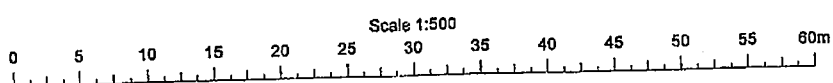
Queen Charlotte Sound

Lot 1
DP 6982

Local Purpose (Sounds Foreshore Reserve)

Lot 3
DP 2947
0.1692Lot 1
DP 2947
0.0984

DP 2947



LOT 3 DP 2947

TERRALINK NZ LTD(Terraviva)-DCDB Data as at -2.09.2000 Title & Valuation data as at -2.09.2000 Geodetic data as at 11.10.97
Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.