

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: Tenanting 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)	<input checked="" type="checkbox"/> Individual (Go to 1)		
	<input type="checkbox"/> Registered company (Go to 2)	<input type="checkbox"/> Trust (Go to 2)	
	<input checked="" type="checkbox"/> Incorporated society (Go to 2)	<input type="checkbox"/> Other e.g. Educational institutes (Go to 2)	

1	Applicant name (individual)			
	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)			Rocky Gully Ski Club Incorporated
	Trading name (if different from applicant name)			
	NZBN if applicable (to apply go to: https://www.nzbn.govt.nz)	9429022799061	Company, trust or incorporated society registration number	225556
	Registered office of company or incorporated society (if applicable)			52 Hogans Gully Road RD1 Queenstown 9371
	Company phone	0272802226	Company website	
	Contact person and role			Claire Brinsley, Society Officer
	Phone		Mobile phone	0272802226
	Email			Claire@clairebloom.co.nz
	Postal address	As above	Postcode	9371
	Street address (if different from postal address)	As above	Postcode	9371

B. Pre-application meeting

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

No	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>

- If yes record the:

Date of DOC pre-application meeting	04/09/2025
Name of DOC staff member	Olivia Graham
Name of person who had the pre-application meeting with DOC	Scott Stevens (on behalf of the RGSC Committee)

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	<input type="checkbox"/>
Land use: Tenanting and/or using existing DOC facility/structure	3a	<input type="checkbox"/>
Land use: Use of public conservation land for private/commercial facility/structure	3b	<input checked="" type="checkbox"/>
Guiding/Tourism/Recreation: Watercraft activities	4b	<input type="checkbox"/>
Filming	5a	<input type="checkbox"/>
Sporting Events	6a	<input type="checkbox"/>
Marine reserves application form: Structure in a marine reserve	11a	<input type="checkbox"/>
Other activities (not covered in the above forms or in the new activity application forms that combine applicant and activity information)	7a	<input type="checkbox"/>

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](#)⁸
- [Easements](#)⁹
- [Land based guiding](#)¹⁰

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/>

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).

Rocky Gully Ski Club is one of six huts in the Coronet Peak Ski Area with a lease that has been in place since 1963

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
<u>Correct example</u> ✓ D	Locations	PDF	Trust Deed.
<u>Incorrect example</u> X Table	Doc1	Word	Table
Form 3B	Environmental Impact Assessment Rocky Gully Hut	PDF	Environmental Impact Assessment Rocky Gully Hut
Form 3B	Appendix 1-4	PDF	Supporting Form 3B with location plan, existing and proposed lease area hut photos
Form 3B	Rocky Gully DOC Lease	PDF	

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.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>
I have completed the activity application form .	<input checked="" type="checkbox"/>
I have appropriately labelled all attachments and completed section F Attachments .	<input checked="" type="checkbox"/>
I will email permissions@doc.govt.nz my: <ul style="list-style-type: none"> • Completed applicant information form • Completed activity application form/s • Any other attachments. 	<input checked="" type="checkbox"/>

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	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>
If 'yes' under what name	Rocky Gully Ski Club Incorporated
Does your organisation require a purchase order number for invoicing purposes?	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>
I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice.	<input checked="" type="checkbox"/>
I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date.	<input checked="" type="checkbox"/>
I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>
Typed applicant name/s	Scott Stevens (on behalf of the RGSC Committee)
Date	03/02/2026

For Departmental use

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

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.

1.0 Lease application and lease background

- 1.1 Rocky Gully Ski Club Incorporated applies for a lease to replace an existing lease which expires on 31 March 2026 (**Existing Lease**). The Existing Lease is a lease of an area of land, located within the Coronet Peak Ski Area near Queenstown, which contains one of the existing six ski huts on Coronet Peak.
- 1.2 The Existing Lease was granted under Section 54(1)(b) of the Reserves Act 1977. Rocky Gully Ski Club Incorporated has been advised by the Department of Conservation (**Department**) that application for a new lease must be made under Part 3B of the Conservation Act 1987. This application is made accordingly, as advised by the Department.
- 1.3 The land subject to this application (**Site**) contains 120m² and is located within the *Coronet Peak Recreation Reserve and within that land legally described as Part Section 20 Block XVI Shotover Survey District. The NZTM GPS coordinates of the Site are (44°55.6479'S 168°44.2055'E) as detailed in the Concession Application attached which includes a Site Plan and Location Plan. The following plans accompany and form part of this application:

Supporting Documents include a standalone Concession Application & Environmental Impact Assessment (including the full details that align with Form B).

The EIA includes the following attachments which are also referred to in this Form3B:

- a) **Appendix 1 – Location Plan and Aerial Photograph Overlay:** identifies the Coronet Peak Ski Area and the Rocky Gully Ski Club hut in the context of Queenstown and the Wakatipu Basin
- b) **Appendix 2 – Existing Lease Plan:** copy of the plan from the current lease, showing the area previously leased.
- c) **Appendix 3 – Hut Photographs:** Photographic images of the Rocky Gully Ski Club hut (exterior views, various angles) to show the structure that is subject to the concession.
- d) **Appendix 4 – Proposed Lease & Easement Plan–** a survey-accurate plan of the proposed Site, Proposed Lease Area (431m²) and Proposed Easements.

- 1.4 The land subject to the Existing Lease contains a ski hut building owned by Rocky Gully Ski Club Incorporated (i.e.: the Existing Lease relates to the land but not to the building on the land). Appendix 3 contains photographs of the existing Rocky Gully Ski Club Incorporated ski hut. The Site relates to and reflects the existing ski hut building. The area and dimensions of the Site differ from the land subject to the Existing Lease because:
- a. There is no accurate survey plan of the 120m² area of land subject to the Existing Lease, so it is not clear exactly how that area was calculated, particularly as the physical footprint of the existing building is larger.
 - b. The Site includes a strip of land approximately 1m-3m wide around the outside of the external walls of the building to enable access for maintenance purposes such as painting, scaffolding, etc. and to reflect the physical dimensions of small areas of flat land, some bounded by walls or retaining structures, which are used by occupants during sunny weather.
 - c. The Site includes a small area on the western side, adjacent to the front door of the ski club building, large enough for two cars to park (stacked). That carparking space is invariably used in association with the Rocky Gully Ski Club Incorporated ski hut (and not by the general public) because that area visually looks like the carparking is associated with the ski hut (refer to Figure 4 in Appendix 3). That area is usually occupied by vehicles picking up or dropping off overnight visitors to the ski hut
- 1.5 Vehicle access to the existing ski hut building located on the land that is subject to the Existing Lease is currently obtained via the primary NZSki Coronet Peak access road and through the No 1 Carpark. That vehicle access is shown on the Location Plan and Aerial Photograph in Appendix 1. Rocky Gully Ski Club Incorporated does not currently hold any lease or license right in respect of that vehicle access. Consultation with the Department in relation to this application resulted in advice from the Department that application should also be made for an easement to secure that vehicle access. Consequently, a vehicle easement is also sought under this application.
- a. The infrastructure associated with the hut will fall outside of the lease area, so this application seeks an easement to pick up the existing services such as sewerage and water tanks that service the hut.
 - b. No changes to the building or other infrastructure on the Site are proposed under this application. The Site fully contains, and only relates to, the existing ski hut building and related activities on the Site.

2.0 General background

- 2.1 The Coronet Peak Ski Field located within the Coronet Peak Recreation Reserve was New Zealand's first commercial ski field and was officially opened in 1947 with a single rope tow. Tourism pioneer Harry Wigley of Mt Cook Airline fame commissioned Bill Hamilton to design and build this rope tow. Since then it has grown into the existing Coronet Peak Ski Field comprising a wide range of commercial skiing facilities and able to accommodate up to about 5,500 skiers per day for a ski season lasting approximately four months from June to October (depending on exact opening and closing dates).
- 2.2 As people became more interested in this new freeform sport of skiing in the 1950's and 1960's, there were lodges built around the ski field base area so visitors from Southland and the wider Otago area could stay overnight on the mountain to enjoy their newly discovered sport and the fresh mountain environment.
- 2.3 The Rocky Gully Ski Club Incorporated ski hut is one of six ski huts on Coronet Peak which are subject to leases

similar to the Existing Lease which enable six privately managed ski clubs to provide on-ski field accommodation to members and (variously) to different sectors of the general public. The six ski huts have been an integral part of Coronet Peak Ski Field over the last 60+ years.

- 2.4 The Rocky Gully Ski Club Incorporated ski hut was constructed in 1964 by the members of the Rocky Gully Ski Club with the help of Ted Brown, a local Queenstown builder. Since 1964, the building has been used by members and their guests, along with associated groups from the wider Otago and Southland regions to enjoy the winter recreational values of the Coronet Peak Recreation Reserve.
- 2.5 The existing Lease to Rocky Gully Ski Club was granted on the 8th December 2010, and will expire on the 31st March 2026. Over the last 60 years, Rocky Gully Ski Club has been extensively used throughout the ski seasons by members of the ski club, friends, visitors and other interested parties. With the expansion of recreational activities offered on Coronet Peak over summer, the club anticipates demand for summer use and accommodation increasing, from what was formerly only a winter use of the recreational reserve

2.6 The extension of recreational use activities through the summer months coincides with the recent installation by NZSki of its new gondola which has recently opened for summer use and is intended to be used during winter and summer seasons.

3.0 Heritage context

3.1 Coronet Peak Ski Field is one of only two examples of a large commercial ski field located on Crown Land (the other being Ruapehu) which includes traditional ski huts which provide communal on-ski field accommodation suitable for groups as well as individuals. The six ski huts on Coronet Peak provide a 'window into the past' because they reflect the pioneering ski field development from the inception of Coronet Peak Ski Field through to the present date.

3.2 The Rocky Gully Ski Club Incorporated ski hut is a specific example. It was built by the Rocky Gully Ski Club, an incorporated Society formed on the 13th of October, 1964. The original membership comprised of 15 members from across the Otago and Southland regions. The building was constructed by builder, Ted Brown, with additional labour and site preparation supplied by the club members. As the lease site had no road access, permission was given at the initial lease grant to construct a road from the Coronet Peak Road to the site, which included parking in the vicinity of the building. The building and immediately surrounding area is a fine example of a cohesive group, dedicated to enabling people to connect with nature through recreation. There are now fourth generation club members enjoying traditional ski club hut use on Coronet Peak because of the existence of the Rocky Gully Ski Club.

3.3 The Department of Conservation (DoC) is not in the business of maintaining and actively managing commercial ski huts. If a new lease is not granted the ski club building would presumably be removed. That heritage would be lost. Conversely, if a new lease is granted, that heritage will be able to be enjoyed by future generations.

4.0 Public use

4.1 Rocky Gully Ski Club Incorporated is a private Incorporated Society with private family club members, most of which are 3rd generation of the founding membership. Through their membership the club those private members are entitled to use the Rocky Gully Ski Club hut.

4.2 Rocky Gully Ski Club has, over the years, encouraged the use of the ski hut by other people (ie: not Rocky Gully Ski Club members), and community organisations, as much as is practically possible and within the rules of our club, which is that a member of the club over the age of 25 must always be present. There are two primary reasons for that:

a. Maintenance of the ski hut, and contributions to service infrastructure (as addressed below), involve considerable costs. It is necessary to generate income to meet those costs. For clarity Rocky Gully Ski Club is a not for profit and all funds raised from overnight stays are invested back into the hut upkeep.

4.3 The extent, or type, of public use is limited by the nature of the ski hut building. Virtually all the sleeping accommodation is communal sleeping accommodation which is not suitable for individuals and couples (unless they know each other, as the Rocky Gully Ski Club members do). The only realistic primary form of public use is use by groups associated with members such as school and university friends and neighbours. With the communal sleeping arrangements and smaller size of the Rocky Gully Ski Club building, retaining an onsite caretaker is not practicable. As such, any person staying, has to have some level of understanding of the logistical quirks of operating a building in an alpine environment, including maintaining running water, as well as ensuring the building is clean and presentable for the next occupant. Without a full-time caretaker, accommodating general public is challenging.

5.0 Affordability

5.1 Rocky Gully Ski Club's objective is to provide classic, traditional ski accommodation at an affordable price for members and visiting family and friends. Our nightly rate per person is below the Department of Conservation guidelines.

6.0 Infrastructure considerations

- 6.1 The Rocky Gully Ski Club hut is an integral part of the overall Coronet Peak ski field infrastructure. The six ski huts are all connected to NZSki water supply and wastewater disposal infrastructure services and, over recent years, have made significant capital contributions to those infrastructure services (at NZSki's request) In order to improve environmental outcomes relating to those infrastructure services. By way of example in 2019 the six ski huts contributed \$42,870 (of which The Rocky Gully Ski Club Limited's share was \$7,145, plus significant labour at no cost) to a potable water supply upgrade initiated by NZSki.
- 6.2 If The Rocky Gully Ski Club's existing Lease expires, and a new lease is not granted, the Existing Lease provides that all improvements on the land subject to the Existing Lease will revert to DoC. That will involve a financial liability for DoC, particularly in relation to removal of the existing building. While that may not be a significant amount in DoC's overall budgets, it would involve an unnecessary use of public funds. This issue could be addressed, assuming a new lease is granted, by including a provision requiring the Lessee to remove all improvements upon expiry of the term of the lease.
- 7.0 Maintenance**
- 7.1 The Rocky Gully Ski Club members carry out maintenance to the ski hut building as required to keep it in an appropriate state and condition for the people and groups who use it. That requires one or more annual working bees, usually during the Christmas/New Year period and pre-winter when the ski hut is not in use, plus attendance to other maintenance issues as they arise from time to time. That maintenance includes regular repainting of the exterior of the ski hut to keep it looking tidy and presentable.
- 7.2 Some parts of the ski hut are now getting close to the point where more significant upgrade or maintenance is required, particularly in the bathroom areas. That depends upon the grant of a new lease and will be attended to if and when a new lease is granted.
- 8.0 Alternative**
- 8.1 The heritage/recreational/affordability factors addressed above must be considered in combination. That

combination enables a wide range of people related to The Rocky Gully Ski Club membership to have affordable access, by way of on-site overnight accommodation, to a wide range of recreational activities within the Coronet Peak Recreation Reserve and to the cultural heritage aspects addressed above.

- 8.2 The granting of a new lease to The Rocky Gully Ski Club will extend those benefits, for future generations, for as long as Doc will allow the ski hut to remain.
- 8.3 The alternative is expiry of the lease in March 2026 and (presumably) removal of the ski hut. That might enable the creation of a few extra carparks for the ski field operation. although the topography is not particularly suitable for that. A decision not to grant a new lease will therefore involve a net loss of all of the benefits addressed above with no corresponding positive gain.

9.0 Policy considerations

- 9.1 The Existing Lease was granted, and renewed, as a lease of land classified as Recreation Reserve under the Reserves Act 1977. Section 17U(3) of the Conservation Act 1987 provides that an application for a concession must not be contrary to "... purposes for which the land concerned is held". As the Conservation Act 1987 does not include provisions specifying the purposes of various kinds of reserve, The Rocky Gully Ski Club assumes that the relevant "purpose" is the purpose of the recreation reserve under the Reserves Act 1977 and therefore that the policy provisions of the Reserves Act 1977 continue to apply.
- 9.2 The Rocky Gully Ski Club The Rocky Gully Ski Club therefore assumes that the relevant policy provisions arise under the combination of the following:
- a. Reserves Act 1977
 - b_ Conservation Act 1987
 - c. General Conservation Policy 2005
 - d. Otago Conservation Management Strategy 2016

- 9.3 The documents detailed in the previous paragraph are addressed separately below. To avoid unnecessary repetition, the more specific policy considerations are addressed before the more general policy considerations.

Reserves Act 1977

- 9.4 Under Section 17(1) of the Reserves Act recreation reserves are classified or created:

"... for the purpose of providing areas for the recreation and sporting activities and the physical welfare and enjoyment of the public, and for the protection of the natural environment and beauty of the countryside, with emphasis on the retention or open spaces and on outdoor recreational activities, including recreational tracks in the countryside."

- 9.5 Granting a new lease to The Rocky Gully Ski Club for the purposes described in this application will fall entirely within the purpose of this particular recreation reserve as quoted above, and will positively give effect to that purpose.
- 9.6 None of the other considerations referred to in Section 2(b) (*scenic, historic, archaeological, biological, geological, or other scientific features or indigenous flora or fauna or wildlife*) are relevant to consideration of this application.
- 9.7 Under Section 2(c) every recreation reserve must be so administered that:

"(c) those qualities of the reseNe which contribute to the pleasantness, harmony and cohesion of the natural environment and to the better use and enjoyment of the reseNe

shall be conserved;"

9.8 Referring to Section 2(c) quoted above:

- a. granting a new lease will not adversely affect the qualities of the Coronet Peak Recreation Reserve which contribute to the pleasantness, harmony, and cohesion of the natural environment;
- b. granting a new lease will positively achieve the better use and enjoyment of the Coronet Peak Recreation Reserve.

Otago Conservation Management Strategy 2016 (CMS)

Vision, objectives and milestones

9.9 The following extracts from the CMS are considered to be directly relevant to this application:

- a. From the Vision, objectives and milestones for Recreation:

"The tourist areas of Queenstown and Wanaka are visited year-round for many recreational and adventure pursuits, either as individual or club activities or via commercial operators. The presence of several of the country's major skifields, three on public conservation lands and waters, is a driver for New Zealand's winter tourism market ... In summer the townships of Queenstown and Wanaka become a base for a vast array of outdoor experiences in the region."

- b. From the desired Outcome for the Western Lakes and Mountains/Ng Puna Wai Karikari a Rakaihautu Place:

«More people enjoy a wide range of recreational opportunities and experiences within the recreation settings across the Western Lakes and Mountains/Nga Puna Wai Karikari a Rakaihautu Place, provided by the Department, the community and many commercial providers. The range of experiences and opportunities enables people to choose between remote, quiet and tranquil locations and busy, highly visited sites.»

'The Remarkables, Coronet Peak and Treble Cone ski fields provide for intensive use and are highly valued recreation and tourism opportunities enabling access to high-altitude areas. Recognition of the Skifields' location on public conservation lands and waters, and conservation interpretation, are readily apparent to visitors.'

Collaborations and partnerships with Ngai Tahu, business, communities and other interested parties have helped achieve more conservation and enhanced prosperity across this Place ..."

Part 3.25

9.10 Part 3.25 of the CMS contains the following statement:

"Three commercial ski fields (Coronet Peak, The Remarkables and Treble Cone) are authorised on public conservation lands in Otago. All are popular visitor attractions and an integral part of Otago's tourism sector, and have potential for wide-ranging conservation advocacy, in addition to their community engagement with backcountry recreation."

9.11 The CMS does not define the commercial ski fields and makes no reference at all to the six ski huts located on Coronet Peak within the commercial ski field area. However, there can be no doubt that The Rocky Gully Ski Club hut (and the other five ski huts) constitute an integral part of Coronet Peak Ski Field. This is evidenced by (and partially illustrated in the Aerial Photograph in Appendix 1):

- a. the location of Rocky Gully Ski Club hut (and the other five ski huts) in the context of, and in relation to, the vehicle roading accesses and carparking created for the commercial ski field activity which surround (above and below) the ski huts;
 - b. the primary winter use of the ski huts which is entirely dependent upon, and contributes to, the commercial ski field operations;
 - c. the integration of the ski huts with the ski field potable water supply and wastewater infrastructure services as detailed above.
- 9.12 Because the CMS contains no direct reference to the ski huts, there is no direct reference to the ski huts in Policies 3.25.1-3.25.6. However it is considered that the grant of a new lease to Rocky Gully Ski Club:
- a. will not be contrary to any of those policies; and
 - b. will positively implement Policy 3.25.4 which reads:

"Where practicable, encourage non-skier and/or non-ski season visitor use, and visitor use beyond the ski field consistent with the outcomes at Place."

Part 3.11

9.13 Part 3.11 of the CMS addresses: *"Private accommodation and related facilities"*. Whether Part 3.11 applies to this application is not clear, for (at least) the following reasons.

9.14 The first reason is that Part 3.11 commences with the following sentences:

"Existing structures on public conservation lands and waters include some private accommodation and related facilities that are not available for use by the general public. Some of these structures have been authorised, but several have been erected and used unlawfully (see Table 3.11.1)..."

9.15 It seems clear that Table 3.11.1 is intended to contain all of the structures referred to in the extract quoted above. However Table 3.11.1 does not include any reference to the six ski huts which form part of the Coronet Peak Ski Field. The existence of the six ski huts is known to DoC, as they are all subject to leases from Doc which require annual rental to be paid to Doc. The omission of the ski huts from Table 3.11.1 therefore cannot be accidental. It therefore seems clear that Part 3.11 is not intended to apply to the ski hut structure which is (indirectly) subject to this application.

9.16 The second reason relates to the CMS definition of *"Private accommodation"* which reads:

"Place to live or lodge that is not available to the general public on an open basis (Conservation General Policy 2005)."

9.17 It is debatable whether the definition quoted above applies to the Rocky Gully Ski Club hut, for two reasons.

- a. The first reason relates to the nature of the ski club building itself, as addressed above. It is quite clear from a physical inspection of the building that the ski hut could not be made available to the general public in the same way that (for example) the modern commercial visitor accommodation at Cardrona Ski Field is made available to the public. The communal nature of the sleeping arrangements significantly limits the range of people who could reasonably use the facilities. A member of the general public looking for on-field commercial visitor accommodation, particularly a member of the wider skiing community, would not expect to book a bunk, in a communal bunkroom, sleeping in the same room as strangers. The only way the Rocky Gully Ski Club hut can practically be used by the public is on a communal booking basis by club members.

b. The second reason, which is related to the first reason, relates to operational costs and therefore accommodation prices. General availability to the wider public would require the ability to 'turnover' rooms on a daily basis. That would have significant operational cost consequences, which would in turn significantly affect the prices that would have to be charged. Even if that were possible (which it is not under current club structure and lease terms with DOC) that would be contrary to the 'affordability' aspect of Rocky Gully Ski Club's philosophy and objectives for the Rocky Gully Ski Club as described above.

9.18 It is difficult to see how Rocky Gully Ski Club could reasonably and practically increase the extent of use of the ski hut by the general public.

9.19 If it is considered that, despite the points made above, Part 3.11 does apply to this application then the following points are made in support of the grant of a new lease.

9.20 Policies 3.11.1 and 3.11.2 commence with the word "*Should*" The Interpretation section of the CMS provides, in clause 7 on Page 12 under the 'Policies', that policies which provide no discretion for decision-making state that a particular action or actions 'will' be undertaken. Use of the word 'should' carries a strong expectation of outcome but inherently reserves an element of discretion. It is considered that the following factors are relevant to the exercise of that residual discretion:

a. It is clear, from the lack of any reference to the ski huts in Part 3.11 Table 3.11.1 or in Part 3.25, that no thought or consideration was given to the ski huts located within the Coronet Peak Ski Area when the CMS was drafted and approved. It is therefore clear that no thought or consideration has been given in the CMS to the appropriate future of these ski huts.

b. It is equally clear that the grant of a new lease to Rocky Gully Ski Club will result in significant community benefits without any disbenefits, and correspondingly that the refusal of a new lease will result in significant disbenefits to the community without any benefits.

9.21 Referring to Policies 3.11.2(a) and 3.11.4(a), Rocky Gully Ski Club is willing to work with DoC to explore ways in which public use of the ski hut building could be enhanced over time. Taking into account the points made above, Rocky Gully Ski Club considers that that would be a significant challenge. However Rocky Gully Ski Club is willing to explore that challenge if necessary.

Note: A site visit would be required to properly understand the constraints of the building in order to explore this possibility further.

9.22 Referring to Policies 3.11.2(b) and 3.11.4(b), the issue of removal of the buildings upon termination of a new lease has been addressed above. Rocky Gully Ski Club has no difficulty with a new lease including a requirement for the Lessee to remove improvements upon expiry of the term.

9.23 Rocky Gully Ski Club has no difficulty with any of the remaining requirements of Policies 3.11.4, 3.11.5 and 3.11.6.

Conservation General Policy 2005- Revised Edition 2019 (CGP2005)

9.24 The CGP2005 provides General Policy applicable to the Reserves Act 1977 and the CMS. By their nature the CGP2005 policies operate at a higher level, and tend to be expressed more generally, than the more specific policies of the Reserves Act 1977 and the CMS. Therefore the points already made above in relation to the Reserves Act 1977 and the CMS also apply, and are relevant to, the policies of the CGP2005. To avoid unnecessary repetition, those points will not be repeated.

9.25 The Rocky Gully Ski Club considers that this application:

a. will specifically implement Policy 9.1(a) which reads:

"(a) Recreational opportunities will be provided on public conservation lands and waters. Where provided, they should be consistent with the values and outcomes planned for places."

b. meets the criteria detailed in Policy 10(d) and Policy 10(e).

c. is otherwise not inconsistent with all of the relevant policies of the CGP2005.

Conservation Act 1987

9.26 The Conservation Act 1987 does not contain any policy considerations potentially relevant to this application. However Section 17U(1) details matters which must be considered when any application for a concession is under consideration.

9.27 Section 17U(3) provides an application for a concession must be for the purpose for which the land concerned is held. Therefore the relevant provisions of the Reserves Act 1977 are relevant to consideration of that requirement. The Rocky Gully Ski Club considers that the proposed activity is fully in accord with the recreation reserve purpose for which the land concerned is held, for the reasons detailed above under the heading 'Reserves Act 1977'.

9.28 Referring to Section 17U(5) The Rocky Gully Ski Club considers that:

a. The areas of land comprising the Site are necessary for the purposes of safety and security of the ski hut and will enable activities that are an integral part of the ski hut accommodation activity that will be carried out on the site;

b. The grant of a lease is essential to enable the ski hut activity to be carried on.

9.29 For the purposes of Section 17U(6) exclusive possession is necessary for all of the reasons detailed in Section 17U(6).

[Parts B-G of Form 3b are addressed on the following pages of this application]

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*

Not applicable - this application does not request approval to build, extend or add to any structure.

Should this Part B be considered to be applicable, the nature of the structure (being an on-site ski hut) is such that it could not be reasonably located outside the Coronet Peak Recreation Reserve public conservation land, and its co-location with the other five existing ski huts on Coronet Peak is such that any potential adverse effects could not be less if it were located in any other location.

C. Larger area

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

YES

*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:*

The ski hut covers 120m² ground floor area. The Site subject to this application, as shown in the plans in Appendix 4, is 431m². The difference relates to:

- a. a strip of land approximately 1m-3m wide (subject to b. below) around the perimeter of the ski hut building which is essential to carrying on the activity because it provides access to the exterior of the building for maintenance purposes and it reflects the physical dimensions of small outdoor areas of flat land, some bounded by walls or retaining structures, which are used by occupants during sunny weather;
- b. the small carparking area (sufficient for two cars) referred to in paragraph 1.4.c in Part A above which is necessary as an integral part of the activity because it provides car parking for vehicle access which is essential to carrying on the activity.

Is this necessary for safety or security purposes? Is this necessary as an integral part of the activity? Is this essential to carrying on the activity?

YES (for the reasons detailed above)

YES (for the reasons detailed above)

YES (for the reasons detailed above)

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

Necessary details have been provided above.

Relevant plans are attached in Appendix 4.

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?

YES

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

YES

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.

Necessary details have been provided above.

Relevant plans are attached in Appendix 4.

Public safety

1. The building is kept locked when not in use and is therefore not open to the general public. However there is external access around the hut which is necessary for fire egress purposes. It is preferable to be able to exclude the public from those external fire accesses should that prove to be necessary.

Physical security

2. Exclusive possession is necessary to be able to protect the physical security of the ski hut.

Competent operation

3. Exclusive possession is necessary for the competent operation of an accommodation activity.

E. Technical Specifications (for telecommunications sites only)

Not applicable.

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.

The club seeks a long-term lease to provide certainty for the hut's ongoing use and maintenance. In particular, Rocky Gully Ski Club seeks a 30-year term

We acknowledge that, as this requested term exceeds 10 years (and involves exclusive occupation), the application must be publicly notified in accordance with the Conservation Act. The club is fully prepared for public notification and has no objection to that process.

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-guidanceneegal-frameworkon</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.

Not applicable.

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.

<p>Refer to Steps 1 and 2 in your Guide to Environmental Impact Assessment to help you fill in this section. See Attachment 3b:H for the full Environmental Impact Assessment document, including mapped infrastructure and July 2025 photographic context. Location on public conservation land</p>	<p>Special feature or value</p>	<p>Potential effect of your activity on the feature or value (positive or adverse)</p>	<p>Methods to remedy, mitigate or avoid any adverse effects identified</p>
<p>NZTM GPS2173327.1mE 5578039.3mN (at the centre of the ski hut – refer to the Site Plan in Schedule Three)</p>	<p>Ski field recreation values related to the Coronet Peak Ski Field, along with summertime recreational values from the use of the Coronet Peak Recreation Reserve for cycling and walking, and increased mountain biking activities.</p>	<p>Positive: The Rocky Gully Ski Club ski hut enhances recreational value because it offers overnight accommodation within Coronet Peak and easy access to activities in the recreation reserve.</p> <p>The Rocky Gully Hut does not have any adverse effects on these recreational values.</p>	<p>Not applicable.</p>

C. Other

Is there any further information you wish to supply in support of your application? Please attach if necessary and label Attachment - – These are attached as Individual Appendices to the EIA as outlined above.

Department of Conservation
**APPLICATION FOR CONCESSION UNDER THE
CONSERVATION ACT 1987**

Concession Application - Coronet Peak Ski Area

Rocky Gully Ski Club

ROCKY GULLY SKI CLUB – CONCESSION APPLICATION

The Applicant: Rocky Gully Ski Club Incorporated

Site Location: 859 Coronet Peak Road

Legal Description: Part Section 20 Block XVI Shotover SD

Application Type: Lease Renewal with Easement for Vehicle Access, Infrastructure, and Hut Protection Zone

Submission To: Department of Conservation (DOC), Operations Manager

Concession Number: OT-28454-ACC

Statutory Actions: Recreation Reserve [Coronet Peak Recreation Reserve] New Zealand Gazette 1986 p 99

Conservation Management Strategy: Western Lakes and Mountains/Ngā Puna Wai Karikari a Rākaihautū Place in the Conservation Management Strategy 2016 ('CMS')

Natural Hazards: Avalanche Area / Landslide Areas (Non-Verified/Outside Priority Areas)

Heritage / Archaeological etc: No known Cultural Heritage interests or Threatened Species

Territorial Authority: Queenstown District Council

Plan / Zoning: Wakatipu Basin Rural Amenity Zone

Consultant Contact: Bridget Allen, Bridge Consulting Limited

bridget@bridgeconsulting.org.nz

+6421336422

EXECUTIVE SUMMARY

Rocky Gully Ski Club Incorporated seeks a new concession (lease) under the Conservation Act 1987 to continue occupying its existing ski hut within the Coronet Peak Ski Area, near Queenstown. This application is submitted on Form 3B (Lease) under Part 3B of the Conservation Act 1987, as directed by the Department of Conservation (DOC). The proposed lease covers an area of approximately 331m² (100m² comprising the club's existing hut and a 5m operations buffer area around that) replacing an existing Reserves Act lease that expires on 31 March 2026. No new development is planned; the club aims to maintain the hut for its members and approved guests, using existing ski field facilities.

This concession aligns with applicable conservation policies, including the Otago CMS. The club is committed to engaging with Ngāi Tahu and local rūnanga, upholding Treaty principles. Renewing the lease will enhance public access to the alpine environment, improve visitor safety, and support sustainable tourism by reusing an existing structure. The Environmental Impact Assessment (EIA) concludes minimal adverse environmental effects.

In summary, granting the lease will support community-led recreation while aligning with DOC's conservation goals.

APPENDICES

The following appendices are provided in support of this application (attached at the end of this document)

Appendix 1 – Location Plan & Aerial Photograph Overlay: identifies the Coronet Peak Ski Area and the Rocky Gully Ski Club hut in the context of Queenstown and the Wakatipu Basin

Appendix 2 – Existing Lease Plan: copy of the plan from the current lease, showing the area previously leased.

Appendix 3 – Hut Photographs: Photographic images of the Rocky Gully Ski Club hut (exterior views, various angles) to show the structure that is subject to the concession.

Appendix 4 – Proposed Lease & Easement Plan– a survey-accurate plan of the proposed Site, Proposed Lease Area (431m²) and Proposed Easements. Rocky Gully Ski Hut (Triple Star Drawing CN028.34-02-01, CN028.34-02-02 and CN028.34-02-03 rev C).

1.0 INTRODUCTION AND PROPOSAL OVERVIEW

The Rocky Gully Ski Club seeks a renewal of its concession (lease) for the Rocky Gully ski hut located at Coronet Peak, within the Coronet Peak Recreation Reserve.

This application is prepared in accordance with the Department of Conservation (DOC) Form 3B requirements. The ski club's hut has been in operation for 61 years as a small, community-focused facility providing on-mountain accommodation for club members and guests. The proposal is to continue using the existing hut with minor maintenance and upgrades as needed, without any expansion of its footprint or capacity. No significant new construction or earthworks are proposed as part of this concession renewal.

All additions and management commitments herein draw on relevant insights from the recent Gobblers Lodge easement and lease applications, adapting proven approaches from that precedent to the Rocky Gully context. The Rocky Gully Ski Club is committed to operating in a manner consistent with DOC's partnership expectations and environmental standards for ski area activities.

1.1 Location and Site Context

The land subject to this application (the "Site") is approximately 120 m² in area and is within the Coronet Peak Ski Area (Coronet Peak Recreation Reserve, legally described as Part Section 20 Block XVI Shotover SD). The NZTM GPS coordinates of the hut (centre of building footprint) are approximately 1263566.6 E, 5016259.6 N (44°55.6479'S 168°44.2055'E in NZTM coordinates). The hut is one of six small, club-operated lodges that have existed on Coronet Peak for over 60 years and is located within what NZSki calls Carpark 1 (shown in [Figure 1](#)). The hut is near the base building and adjoins the Wakatipu Hut (the building to the West). Also, refer to [Figure 2](#), which illustrates the existing environment in Section 7.7.

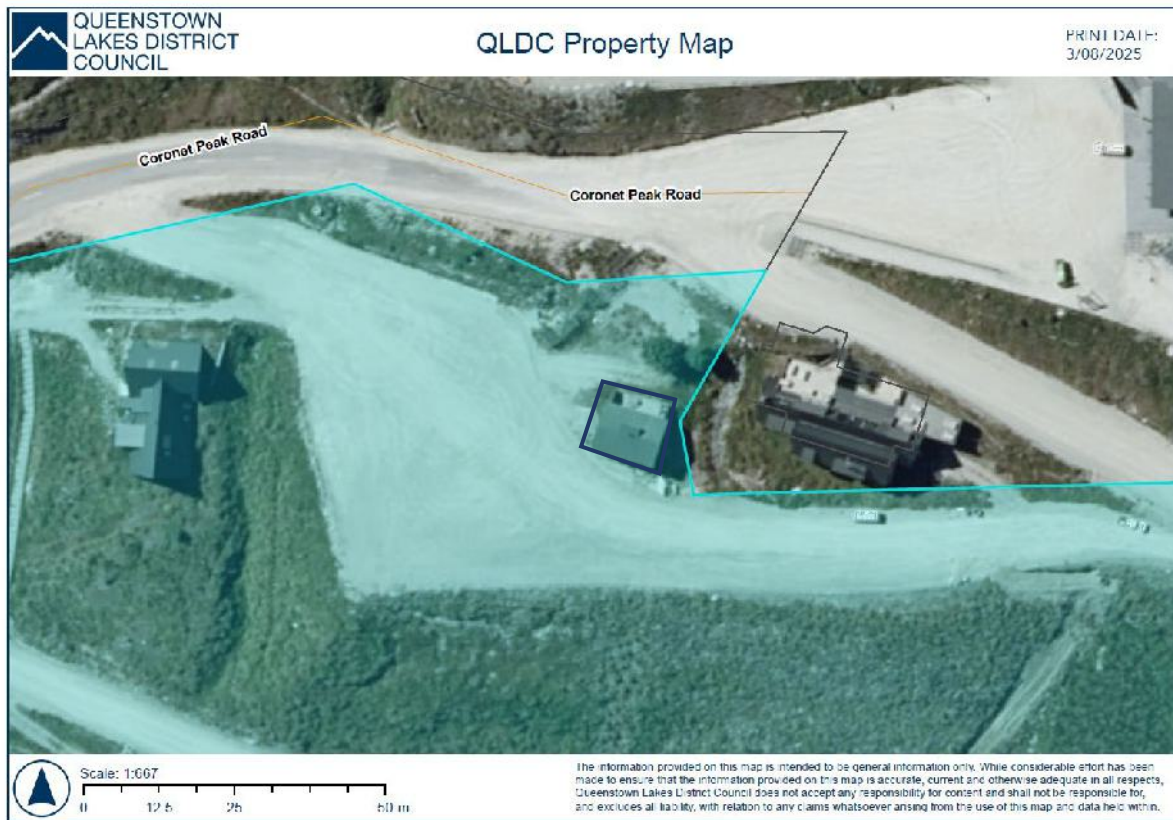


Figure 1: Aerial showing the Location of the Rocky Gully Hut (outlined approximately in navy). The aqua line indicates the title boundary.

The location is entirely within an established ski field environment, surrounded by ski infrastructure (lifts, trails, other club huts) and modified terrain. Access to the hut is via established ski area roads and tracks. A surveyed Topographic Plan ([Appendix 5](#)) illustrates the hut's location and site layout in detail, including the building footprint, nearby features such as the hut's water tanks and sewer holding tank (relevant for infrastructure easements), and contour lines indicating the surrounding terrain.

1.0 DESCRIPTION OF THE SITE & PROPOSED ACTIVITY

1.1 Lease Application

Rocky Gully Ski Club Incorporated (the Applicant) seeks a new lease to replace an existing lease which expires on 31 March 2026. The existing lease was granted under Section 54(1)(b) of the Reserves Act 1977, which provides exclusive use and covers an area of land within the Coronet Peak Recreation Reserve (near Queenstown) on which the Rocky Gully Ski Club hut is situated. The Department of Conservation has advised that any renewal must now be processed under Part 3B of the Conservation Act 1987. Accordingly, this application for a concession lease is made under the Conservation Act.

The Site fully contains, and only relates to, the existing ski hut building and its associated small outside use areas. The hut is a two-story structure that has existed at this location since its construction in 1964. The land area sought for the lease is larger than the area under the existing lease, encompassing all essential space used by the club (explained in detail under "Larger Area" below). Importantly, no expansion of the hut or construction of new structures is proposed – the lease and easements sought are to continue occupying and using the same facility that the club has historically used. The hut will continue to be used for overnight accommodation and day-use shelter by club members and their supervised guests, providing a communal, alpine lodging experience adjacent to the ski field. Occupancy and use will remain unchanged, primarily consisting of winter season overnight stays and occasional off-season use for summer activities and/or maintenance.

1.2 Site Description

Site Environment

The hut is situated on a small bench of land within what is known as "Car Park 1," adjacent to the Wakatipu Hut and Gobblers Hut. The surrounding vegetation is characteristic of alpine Central Otago environments – mainly snow tussock grassland and cushion plants on thin, rocky soils, interspersed with native shrubs in more sheltered spots. Much of the immediate Site was cleared or modified when the hut and ski field infrastructure were initially developed decades ago. The wider Coronet Peak area is already highly modified for ski field operations (ski lifts, trails, roads, car parks) such that the remaining natural values on the ski slopes are limited to hardy alpine vegetation communities and fauna adapted to a working ski area. There are no waterways or significant wetlands at the hut site. Wildlife in the vicinity is scarce due to regular human activity and the modified landscape. Overall, the hut is set in a "working landscape" of a ski field that has been in continuous use, rather than an untouched natural area.

Site Access

Vehicle access to the hut is via established ski field roads. Specifically, the hut is reached using the primary Coronet Peak ski area access road and then through the ski area's car parking area (often called the "No. 1 Car Park"). The access route is the same one that NZSki (the ski area operator) uses for service and maintenance purposes on the mountain. Rocky Gully Ski Club does not currently have a formal legal right of access from the main ski field road to the hut across Car Park 1. It is understood that Car Park 1 was previously constructed as part of the Rocky Gully Lease; however, this now sits with NZSki. To re-formalise this access, the club seeks an easement alongside this lease application to secure legal vehicular access to the hut. The proposed easement follows the existing formed roads and tracks, utilising established infrastructure—no new road construction or earthworks are required.

1.3 Description of Activity Sought

This application seeks to renew the existing lease, notably:

- No changes are proposed to the activity under the current lease.
- No physical work is proposed for buildings or infrastructure.
- Concession is sought to renew the existing lease. There is no change to the building footprint lease area; however, a buffer area around the perimeter of the hut is sought to provide for the hut's operation and maintenance.
- Easements are sought for access and infrastructure.

Slight changes are sought to the lease area to accommodate possible future maintenance works/access, and safety requirements.

In addition to this, easements are sought for vehicle access and services (simply to legalise existing activities. These include a proposed Right Of Way (reinstating access through Carpark 1 to Coronet Peak Road) and identifying existing infrastructure that serves the hut. No physical work is proposed as all of the activities within the easements sought are existing.

The activity for which this concession is sought is the ongoing operation and maintenance of the existing ski club hut and its surrounding area, as previously authorised under the current lease.

The various lease areas sought are summarised as follows (and shown in Figure 2):

1. Lease Area A - Building footprint including deck = 100m² (shown in pink below)
2. Hut Buffer Zone = 331m² (shown in green below)
3. Total Area = 431m² (excluding easements)

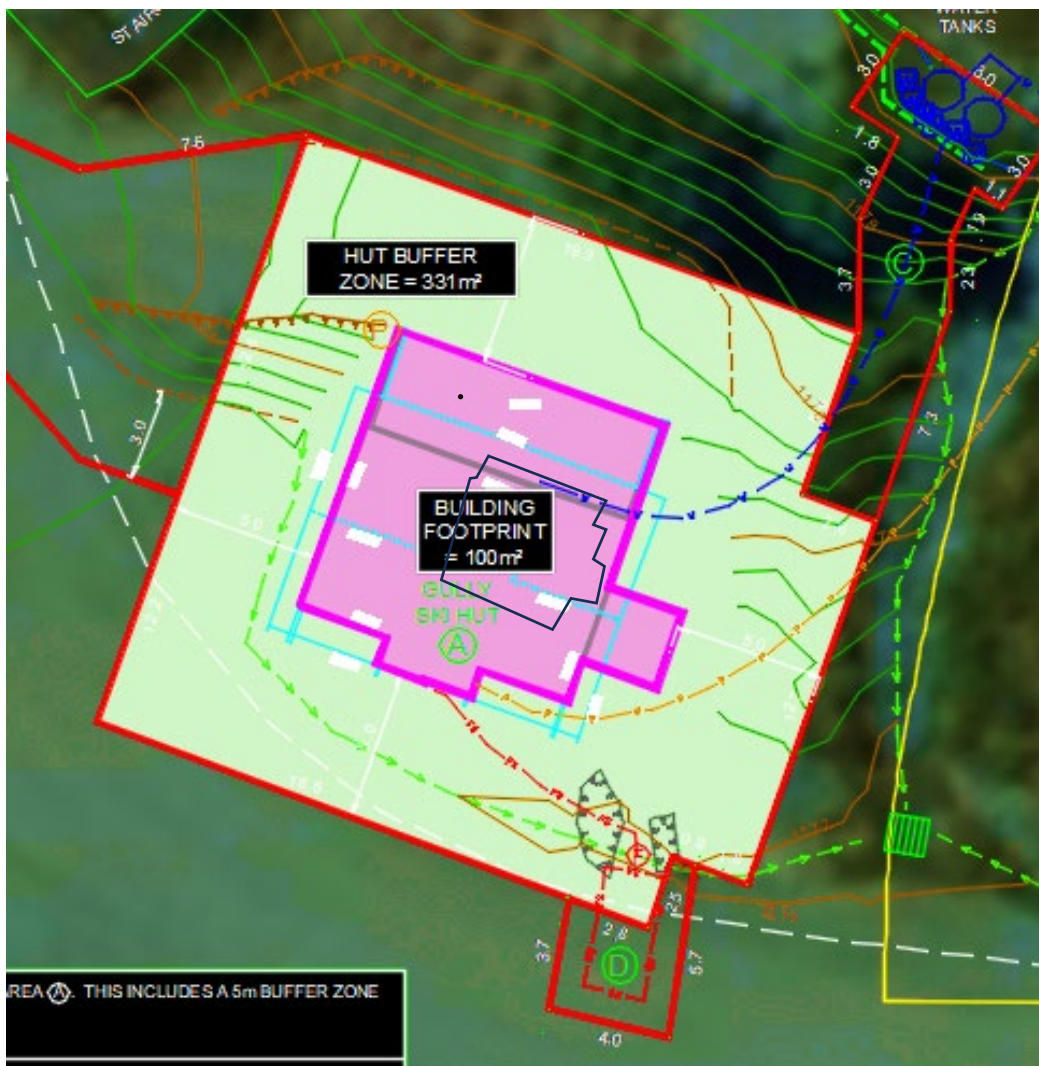


Figure 2: Aerial showing the Location of the Rocky Gully Hut (outlined approximately in navy). The aqua line indicates the title boundary.

1.4 Historical and General Background

The Rocky Gully Hut is a private members' ski lodge located in Carpark 1 at Coronet Peak. Designed by Cockburn Design (Queenstown) and constructed in 1964, the hut was built by members of the Rocky Gully Ski Club with assistance from Ted Brown, a local builder from Queenstown.

The Rocky Gully Ski Club, an incorporated society, was established on October 13, 1964, with an initial membership of 15 individuals from the Otago and Southland regions. Ted Brown oversaw the construction, with additional labour and site preparation provided by club members. Since the lease site had no road access, permission was granted during the initial lease to construct a road from Coronet Peak Road to the site, which included designated parking near the building. The hut, along with its surrounding area, exemplifies a dedicated effort to connect people with nature through recreational activities. Since its opening, the hut has served members and their guests, as well as associated groups from the wider Otago and Southland regions, allowing them to enjoy the winter recreational values of the Coronet Peak Recreation Reserve.

Currently, fourth-generation club members continue to enjoy traditional ski club hut amenities at Coronet Peak, thanks to the existence of the Rocky Gully Ski Club. Since its inception, the hut has functioned solely as a private facility for its members and their guests, offering bunk accommodation, ski storage, and a communal dayroom/lounge.

Designed in a traditional alpine chalet style, the hut features a steep gabled roof, generous windows, and a sheltered entry porch. The original floor plan included a bunkroom, ski racks, an entry porch, and a communal deck/day space. Since its construction, the architectural form of the hut has remained unchanged, with no structural extensions or significant alterations made, preserving its original design character and scale. It has always operated as a private, members-only facility, providing safe shelter, storage, and limited bunk accommodation for families and guests. The hut does not operate commercially or serve as a public café, resulting in minimal environmental or commercial impact on the recreation reserve.

Renewing the concession will enable the members' society to continue maintaining the hut to a safe and compliant standard, ensuring its role as a low-impact, community-based facility that contributes to the long-standing heritage character of the Coronet Peak base area.

2.0 ALTERNATIVE SITES CONSIDERED

This Section addresses Form 3b: Part B (alternative locations) – applicable if a new structure is proposed. No new structures are proposed in this application, so an assessment of alternative Sites is not applicable. If Part B were deemed applicable despite no new build, the Applicant notes that the Rocky Gully Ski Hut could not reasonably be located anywhere outside public conservation land, since its very purpose is to support on-Site alpine recreation at Coronet Peak. Likewise, relocating the hut to a different spot within the reserve would not lessen any environmental or social effects – the hut is already situated in an area specifically designated and developed for ski field and hut activities. In short, there is no practicable alternative location off-Site or elsewhere in the reserve that would reduce impacts, given the hut's on-mountain function and the existing developed context of the ski area.

3.0 LARGER AREA JUSTIFICATION

This Section addresses Form 3b: Part C – if the area of land requested is larger than the footprint of the structure

Proposed Area vs. Hut Footprint: The Applicant is requesting a larger lease area than the existing concession to encompass the hut footprint and the necessary surrounding space to align with the hut's dimensions and provide a small buffer around it

The current concession area is approximately 120 m² (not survey-accurate), while the hut's building footprint measures about 100 m². This application proposes a building footprint lease of 100m² and a 5m buffer area around this or a perimeter maintenance strip around the hut. This means that the total lease area sought will be 2431m² in total; however, the increase in lease area (to provide for the maintenance strip) will not provide for any increase of built form nor change in use on site, as the use of this area will simply formalise existing activities associated with the hut. It is proposed that any such Perimeter Maintenance Strip Lease Area granted will be restricted to activities associated with the huts' operation. The applicant accepts this requirement as a condition of the lease, should it be granted. The building footprint sought is actually less than what is granted under the previous lease. There have been no changes to the built form, nor are any changes proposed. The smaller area of 100 m² is corrected, resulting from survey-accurate measurements, The additional area of approximately 331m² is necessary to cover adjacent land that is essential to the hut's operation such as maintenance, access, public safety, and for the practical operation of the hut. A plan showing the Proposed Lease Area is attached as [Appendix 5](#). The lease boundaries have been drawn to include the following:

- a. **Perimeter Maintenance Strip:** A narrow strip of land, roughly 5 meters wide, surrounds the hut's exterior. This strip is necessary for access around the building for maintenance, safety, and operational purposes. It provides space for activities such as painting the exterior, making repairs, shovelling snow, and conducting structural inspections—tasks that require room for ladders or scaffolding. The perimeter area also includes a few small, flat spots immediately beside the hut that occupants utilize during good weather, as well as an emergency exit located on the lower floor of the eastern side of the building, which also contains the septic tank. Essentially, this buffer ensures that the club can safely maintain the hut's exterior on-site and prevents people from coming too close to the hut's walls, which could pose safety or security risks.
- b. **Loading/Parking Area:** A small area immediately north of the hut, adjacent to the front door, is sufficient for parking two vehicles (parked in tandem). This space has historically been used exclusively by Rocky Gully Ski Club members and guests for loading and unloading, including dropping off overnight guests, gear, and supplies. It also provides an emergency or disability entry/exit (albeit only to the upper floor). This area is an integral part of the hut's operational zone, facilitating safe and convenient vehicle access in an alpine environment—particularly in winter, when carrying gear over long snowy distances could be hazardous. Given that the area is visually and physically associated with the hut and is a dead-end spot not used by the general public, formalizing this area in the lease ensures it remains available for hut users, free from unrelated vehicles or activities. It is important to note that this area is not always accessible due to steep grades and snow conditions.

Why a Larger Area is Needed: The additional perimeter and loading areas, though extending beyond the hut's walls, are essential for carrying out the accommodation activity safely and effectively. They serve critical functions for the safety and efficient operation of the hut, as

described above. The perimeter strip allows for routine maintenance and emergency egress on-site, which are vital for the hut's upkeep and fire safety. Additionally, it provides a small outdoor amenity space for occupants, emergency exits, and access to essential infrastructure while preventing public encroachment near the structure. The loading area is crucial for operational safety in the alpine setting, as it allows vehicles to access the hut for transporting people and equipment, thus improving safety—especially in snow and ice conditions—while catering to the needs of less mobile visitors. Without these areas, the club could not adequately maintain the hut's exterior or ensure the same level of safety and functionality for its users. In summary, while the requested lease area is larger than the building footprint, every part of the area is directly tied to the hut's use and is necessary for its safe and efficient operation. The larger lease area meets the considerations of Section 17U (5) of the Conservation Act 1987, which allows a lease to cover more land than the structure itself if the additional area is needed for the facility's safety or security or is integral to its operation. Here, the perimeter buffer and loading zone clearly fulfil these requirements; they are essential for maintenance access, public safety, and the practical operation of the hut.

For completeness, the specific questions in Form 3b Part C can be answered as follows:

- Is the larger area necessary for safety or security purposes? Yes, as detailed above, the perimeter space is required for safe maintenance (e.g., using ladders/scaffolding) and to keep critical areas, such as fire exits, clear of public intrusion, thereby protecting both public safety and the security of the hut.
- Is it an integral part of the activity? Yes, the included areas—the maintenance strip and the loading/parking space—are essential to the hut's accommodation activity. They enable fundamental aspects of operating the hut (routine upkeep and vehicle access) that are central to its use.
- Is it essential to carrying on the activity? Yes, without these areas, the club could not effectively continue the hut's operation. Basic functions, such as exterior maintenance and safe vehicle access, would be severely hindered.

All necessary details supporting these answers have been provided in the explanation above, which constitutes Attachment 3b: C justification. The proposed lease area is attached as [Appendix 5](#).

4.0 EXCLUSIVE POSSESSION JUSTIFICATION

This Section addresses Form 3b: Part D – need for exclusive possession (lease) vs. non-exclusive use (licence).

Rocky Gully Ski Club is seeking a new lease (exclusive occupancy) for the hut site, as opposed to a non-exclusive licence. In other words, the club requests the right to occupy the defined Site to the exclusion of other parties for the duration of the concession. This exclusive use is considered necessary given the nature of the activity (an alpine accommodation facility) and the club's responsibilities in operating and maintaining the hut. We note that although the club is seeking exclusive possession, it encourages the use of the ski hut by non-members and community groups whenever practical (consistent with club rules), as it has done under the previous lease. However, for the land manager's purposes, exclusive occupancy rights are needed so that no one else can use the hut or its immediate area without the club's permission. Exclusive possession is essential for several reasons:

- **Public Safety:** The hut is kept locked when not in use and is not open to the general public

casually, for safety and liability reasons. Certain features of the facility – for example, an elevated entry deck and an external staircase used for fire egress – could pose hazards if unsupervised visitors were to climb on them or misuse them. Additionally, the hut's interior has steep stairs (e.g. down to the only toilet) and communal sleeping quarters, which are not designed for unsupervised public access. Exclusive possession allows the club to control who is on the Site, thereby protecting the public from potential injury (e.g. preventing unauthorised individuals from wandering onto a snow-covered deck or fire escape) and ensuring that any use of the hut is supervised and safe. Other safety issues include falling icicles and snow from the roof into public and or their vehicles. This management of access is crucial in an alpine environment to avoid accidents and to limit the club's liability.

- **Physical Security of the Facility:** The club has a significant investment in the hut structure and keeps equipment and supplies there. Exclusive control over the Site is required to protect the hut and its contents from vandalism, theft, or misuse. If others could freely access the hut or loiter around it, there would be a high risk to the physical security of the building – for instance, someone could attempt forced entry, damage the structure or its fittings, or interfere with utilities (or even accidentally start a fire). Granting a lease (exclusive occupancy) enables the club to secure the hut and its immediate surroundings legally and practically – only club members, their guests, and other authorised users may enter. This dramatically reduces the risk of damage or unauthorised use. Given the hut's remote location and the fact that the ski field is unstaffed in the off-season, having precise year-round control of the Site by the club is the only realistic way to ensure the hut remains safe and sound when not actively in use.
- **Competent Operation of the Activity:** To operate an overnight accommodation facility properly, the club must have complete control of the premises. This includes being able to schedule and manage hut use, handle bookings, perform cleaning and maintenance, and generally provide a safe, orderly environment for those staying. Such management would not be feasible if random members of the public could access or occupy the hut at will. (The hut is not a public DOC hut; it has no on-site warden, and its small size and communal layout mean it cannot function as mixed public accommodation without oversight and significant alterations.) Exclusive possession is essential for the club to run the hut competently – it ensures that only approved persons stay overnight, that occupancy is kept within safe limits, and that the club can close the hut when needed for maintenance or emergencies. In an alpine setting, this level of control is also tied to safety; for example, if an emergency occurs, the club knows precisely who is on Site and can account for everyone. Overall, a lease guarantees the club can manage the hut's operations without external interference, maintaining both the safety of users and the character/affordability of the club hut experience.

In summary, a lease (exclusive occupation) is needed to carry out the hut activity safely, securely, and effectively. The criteria of Section 17U(6) of the Conservation Act 1987 are met: that provision stipulates that no lease may be granted unless exclusive possession is necessary for public safety, for protecting the facility's security, or for the competent operation of the activity. All of those grounds apply here – as explained above, exclusive use will protect public safety, safeguard the hut itself, and allow the club to operate the accommodation properly.

Note: Because a lease with exclusive rights is being sought (and, as outlined in the next Section, a term longer than 10 years is requested), the concession application will require public notification

under the Conservation Act. The club understands this and accepts that the proposal will go through a public notification and submissions process in accordance with statutory requirements.

(The justifications above provide the necessary detail for Attachment 3b:D of the application form.)

5.0 TERM OF LEASE REQUESTED

5.1 Duration Sought

The club seeks a long-term lease to provide certainty for the hut's ongoing use and maintenance. In particular, Rocky Gully Ski Club seeks a 30-year term

Summary of Term Sought: A total of up to 30 years. We acknowledge that, as this requested term exceeds 10 years (and involves exclusive occupation), the application must be publicly notified in accordance with the Conservation Act. The club is fully prepared for public notification and has no objection to that process.

5.2 Integration with Ski Field Operations

The hut is fully integrated into the Coronet Peak Ski Area, utilizing existing infrastructure such as access roads, car parks, and utilities provided by NZSki. Located within the developed zone alongside other club huts, it does not require additional structures or services. NZSki's operations, including road maintenance and snow grooming, consider the presence of these huts, and the Rocky Gully Ski Club collaborates with NZSki to ensure the hut's use aligns with ski area activities. This arrangement avoids the need for new access routes and utilities in undeveloped areas, making it practical and sustainable for the foreseeable future.

5.3 Overlap with Other Users

The hut's use does not negatively affect other recreational users at Coronet Peak in winter or summer. Its discreet location does not interfere with public skiing, lifts, trails, or parking. With a limited capacity, the hut has a negligible footprint compared to the thousands of skiers using the area. Overnight stays can even reduce traffic congestion during peak times. In the summer, the hut sees light use that does not impact growing activities like mountain biking or hiking. It could even serve as a support base for events. Overall, the hut coexists well with other recreational opportunities, and its presence is neutral or beneficial to other users.

6.0 BULK FUEL STORAGE

This Section addresses Form 3b: Part E – hazardous substances (bulk fuel) storage

No. The ski club does not intend to store any fuel in bulk on the land as part of its activities. There will be no petrol, diesel, aviation fuel, or other Class 3 flammable fuels kept in containers exceeding 250 litres on the Site. The hut's operations do not require ample fuel storage, as heating and cooking are done via electricity and portable LPG gas cylinders (typically 9–20 kg bottles), which are well within household-scale use and are stored/handled in accordance with standard safety regulations.

The hut has no generator or stationary fuel tanks. All vehicle fuel (for cars driving to the hut) is contained in the vehicles' tanks, and there is no refuelling facility on the Site. Consequently, no hazardous substance certification or special fuel storage measures are necessary for this

concession. In summary, bulk fuel storage does not apply to the Rocky Gully Ski Club hut – the risk of any fuel spillage or site contamination from club activities is essentially nil.

7.0 ENVIRONMENTAL IMPACT ASSESSMENT

This Section addresses Form 3b: Part F – environmental impacts.

7.1 Existing Environment

The Rocky Gully Ski Club hut is located on public conservation land within the Coronet Peak Recreation Reserve, at approximately 1300m elevation on the slopes of Coronet Peak. The Site lies inside the established Coronet Peak Ski Area boundary, meaning it is in a landscape that has been significantly modified and managed for ski field operations for many decades. The immediate environment includes ski lifts, groomed ski runs, access roads, snow-making infrastructure (pipes, a reservoir pond nearby), and five other club huts of similar vintage (as shown in [Figure 1](#)). The area's natural ecological character is predominantly alpine grassland (snow tussock and subalpine shrubland), but much of the ground in the vicinity of the hut has been disturbed or cleared for these facilities. No part of this application involves greenfield development – the hut is an existing structure that occupies a previously cleared bench of land.

The broader conservation values of the Coronet Peak area include its scenic landscape and recreational opportunities, rather than its untouched ecological values, given the intensive use as a ski field. There are no known threatened species or sensitive habitats explicitly confined to the hut site. Native alpine vegetation (such as snow tussocks) is present in the general area, and species like skinks or pipits have been noted on Coronet Peak. However, the specific footprint of the hut and its directly adjacent area have been altered for so long that they now host only sparse regrowth of hardy grasses and mosses. The hut does not lie within any specially designated ecological zone (e.g. no wetland or breeding area at the Site). The previous ecological report for Coronet Peak (prepared for the Gondola Chairlift resource consent) raises concerns only regarding ground disturbance and vegetation rehabilitation, which are not proposed as part of this application. Hardy grasses and mosses. The hut does not lie within any specially designated ecological zone (e.g. no wetland or breeding area at the Site). Previous ecological reports for Coronet Peak only raised concerns when ground disturbance and vegetation rehabilitation were involved, which is not proposed in this case. If, for any reason, a ground disturbance occurred at any stage, the Applicant would consult with DOC and undertake work in accordance with the protocol that DOC and NZSki have developed for such activities.

7.2 Potential effects

Given the concession is for renewal only, the potential effects are limited to the continuation of the existing use or any changes proposed. These are assessed below.

7.3 Visual Effects

This application will not result in any changes to the visual effects of the existing hut or landscape. The hut is benched into the hillside and painted in dark, recessive colours and materials (dark grey paint with a low light reflectance value and dark, rough-sawn timber accents, making it blend into the rock and tussock terrain. The hut is located near the centre of the ski field activity, as shown in [Figure 1](#). This ensures that the building is viewed in the context of the modified ski field in which it sits.



Figure 3: Aerial showing the Location of the Rocky Gully Hut within the Ski Field Environment.

Due to the hut's location, topography, low profile, and modified landscape, the site is within the visibility of the building from close public viewpoints. The hut is not visible from the road at the base building and is only visible near the entrance to Car Park 1. However, when driving up the mountain, this view from Car Park 1 is dominated by other buildings in view, as shown in the Google Earth images below, such as Gobblers Hut in the foreground and the base buildings coming into view. The hut will be visible from some areas on the ski field itself; however, due to its location, it is always viewed in the context of surrounding ski field development.

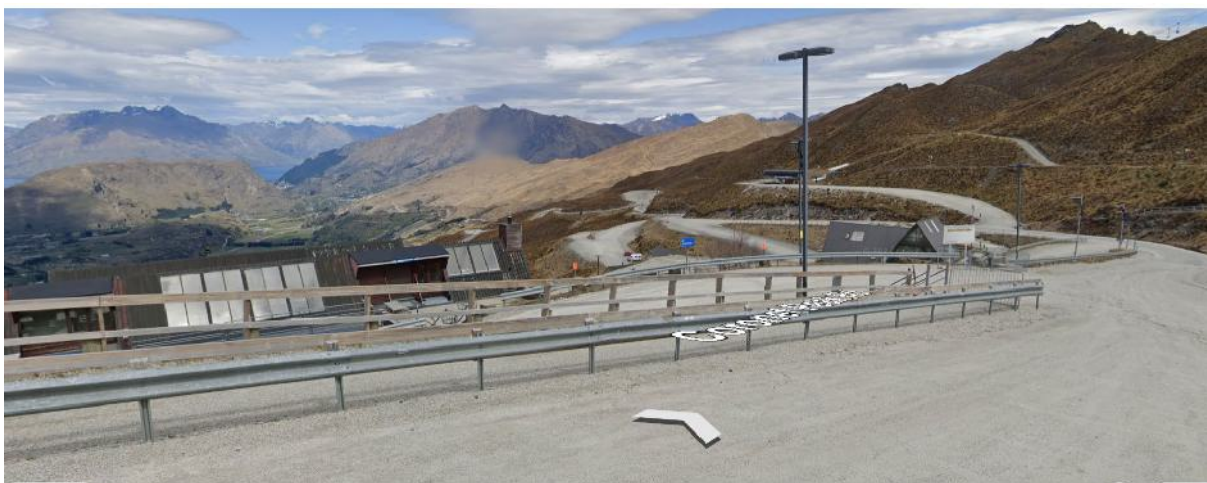


Figure 4: Google Earth Image from Coronet Peak Road. Rocky Gully Hut is not visible (Wakatipu hut is visible in foreground and Gobblers Hut in background)



Figure 5: Google Earth Image from the entrance to Car Park 1 on Coronet Peak Road. Rocky Gully Hut is visible in the background. Other buildings dominate the foreground.

The design of the hut features eaves and small windows, which help maintain the quality of the night sky. Photos of the hut are attached as [Appendix 5](#), which shows the hut's unobtrusive appearance by day and night.

The visual effects of the hut remaining in place are therefore considered negligible. As shown in Figure 3, the hut is a small component of the built form in this landscape and does not introduce any new visual elements – the hut has been part of the landscape for approximately 60 years.

It is noted that although the application seeks a larger lease area, this will not alter the visibility or the visual impact of the hut, as this is simply a working area.

7.4 Ground Disturbance

No ground disturbance or earthworks are proposed, as additional construction is not proposed. There will be no new land clearance or habitat loss. The physical footprint remains as-is, and all activities (access, utilities) use existing routes and connections. Therefore, no additional vegetation will be removed, and no natural landforms will be altered. Potential effects that typically accompany development (like soil erosion, sediment runoff, or noise from construction) are absent in this case.

7.5 Flora and Fauna

Considering that the hut exists and the Site has been developed for many years, regularly disturbed by human presence, the continued use of the hut will have a negligible impact on native flora and fauna. Any alpine vegetation immediately around the hut has long adapted to periodic human activity (trampling, snow clearing). Wildlife in the ski area (such as occasional skinks or birds) are accustomed to the ongoing levels of activity. Importantly, the club's use of the hut is low-key (overnight stays, small groups) and does not introduce hazards like pets, loud machinery, or chemical use that could harm wildlife. Additionally, members and their guests (unlike tourists) know not to feed wildlife or leave scraps that might attract pests.

Infrastructure

A water tank supplies the hut as shown on the Easement Plan. A septic tank is also shown on the easement plan. An easement is sought over these existing services as shown on the Proposed

7.6 Landscape Character & Cultural Effects

The Rocky Gully Hut, constructed in 1964 by Cockburn Design, is an example of an alpine ski lodge that has remained architecturally unchanged for more than forty years. In a district where most older buildings have been lost to redevelopment, the hut represents an essential thread of continuity in Queenstown's recreational history. While not formally protected, its survival provides cultural and heritage value as a modest, authentic reminder of the community-based origins of skiing at Coronet Peak, ensuring the built environment reflects not only modern commercial facilities but also the heritage of grassroots alpine recreation. Its continued presence provides public benefit in cultural and landscape terms. Renewal of the concession will secure the ongoing presence of this enduring and low-impact structure within the recreation reserve.

7.7 Summary of Potential Effects

The continued use of this existing hut is assessed to have overwhelmingly benign or positive effects on the environment, with no significant adverse impacts. In summary:

- Vegetation and soil: No new clearance; minor risks (rutting, compaction) will be avoided by keeping vehicles to the formed track and parking area.
- Wildlife: Occasional kea visits or lizards in rock crevices. Effects are negligible if waste is secured and wildlife is not fed or disturbed.
- Visual: The hut remains low-profile, set into the slope behind; exterior colours and materials are recessive, and visually, it is integrated with ski field infrastructure.
- Water/Waste: The hut is connected to NZSki's reticulated water system. Solid waste is packed out via existing ski area facilities. No bulk fuel storage is proposed.
- Infrastructure: The access road and services are existing; use by the club is minimal compared to general ski area activity.
- Positive Effects: Recreational and Social effects by contributing to the public's enjoyment of the reserve. The hut also has a positive safety benefit – it provides shelter in the event of an emergency, allowing guests to avoid driving down the mountain, which reduces the risk of accidents and vehicle movement. All of these positive effects align with DOC's goals of fostering recreational opportunities and visitor safety on public lands.

Overall, no significant effects are anticipated, and the hut's continued use remains compatible with the setting. No new adverse effects are being introduced; the activity is long-established and in harmony with the managed landscape of a ski area.

7.8 Mitigation Measures and Monitoring

Given the small scale and established nature of the hut, mitigation measures are proportionate and practical. The club proposes the following:

- Waste management: Maintain strict pack-in/pack-out. No disposal on Site.
- Vehicle/Site care: Use only the formed access track and parking bay. Repair any incidental disturbance promptly.
- Hut maintenance: Maintain hut exterior in recessive colours; no outdoor storage of equipment or clutter.
- Wildlife awareness: No feeding of kea; secure all food and rubbish indoors.
- Cooperation: Liaise with DOC or NZSki if issues arise (e.g. nearby traps, weeds, or hazards).
- Respond promptly but without assuming ski field-wide obligations.

These measures ensure that the hut continues to operate with minimal impact. They are consistent with other club hut concessions on Coronet Peak and represent an appropriate level of stewardship.

8.0 TREATY OF WAITANGI CONSIDERATIONS (SECTION 4, CONSERVATION ACT)

The Applicant acknowledges the Department of Conservation's obligations under Section 4 of the Conservation Act 1987. This section requires giving effect to the principles of the Treaty of Waitangi (Te Tiriti o Waitangi) in managing conservation lands. Rocky Gully Ski Club Incorporated is dedicated to upholding these principles in this concession.

The Applicant agrees to adhere to standard concession conditions related to Treaty principles, such as iwi liaison and the discovery of cultural materials. By committing to these principles upfront, the club demonstrates that renewing the concession will be culturally sensitive and support DOC's responsibilities under Section 4. The club welcomes DOC's consultation with Ngāi Tahu and will incorporate any advice from tangata whenua.

9.0 POLICY AND CMS ALIGNMENT

This Section demonstrates how the proposed concession aligns with relevant statutory and policy requirements, particularly the Otago Conservation Management Strategy 2016–2026 (CMS) and other guiding documents. The Rocky Gully Ski Club's proposal has been carefully evaluated against these policies to ensure full compliance and consistency.

Reserves Act 1977 (Recreation Reserve Purpose): The land is a recreation reserve. Under Section 17U(3) of the Conservation Act, any concession must align with the purpose of providing areas for recreation and public enjoyment. The Rocky Gully ski hut supports this purpose by facilitating skiing, snow sports, and mountain biking. It has provided public enjoyment for decades and enhances recreational use. The Reserves Act allows for leases for club huts on recreation reserves, which is being sought here.

Conservation General Policy 2005: The General Policy provides direction across public conservation lands. The proposed concession aligns with this policy, supporting recreational opportunities consistent with place values. It meets the criteria for commercial and private uses by not detracting from conservation values and benefiting the community. This application specifically promotes Policy 9.1(a) by maintaining a recreation-oriented facility that matches planned outcomes.

Otago Conservation Management Strategy (CMS) Compliance: The Otago CMS is a critical document for assessing this application. Two parts of the CMS are particularly relevant:

- CMS Part 3.25 – Commercial Ski Fields (Western Lakes and Mountains Place): Coronet Peak is recognized as a key commercial ski field in Otago and an attraction that supports tourism and community engagement. While club huts aren't explicitly mentioned, granting this lease aligns with ski field policies, particularly encouraging off-season use to maximize public benefits. The Rocky Gully Ski Club's presence fosters community partnerships and supports environmental initiatives, satisfying the goals of CMS Part 3.25.
- CMS Part 3.11 – Private Accommodation on Public Conservation Land: This section addresses private accommodation on public conservation land, emphasizing that such facilities, including the privately owned Rocky Gully hut, are not generally open to the public. The policies (3.11.1 to 3.11.6) include directives against new private accommodation and conditions for existing structures, like public access requirements or eventual removal if not needed. The six long-standing club huts on Coronet Peak are known to the Department of Conservation (DOC) but were omitted from the CMS's catalog of private huts. This suggests that the strict policies may not fully apply to these ski club huts. Nevertheless, the Applicant will adhere to the intent of CMS Part 3.11 as follows:
 - a. No New Structure (Policy 3.11.1): This application seeks only to renew the existing hut, not establish a new structure, which aligns with CMS directives. We aim to maintain the status quo established since the 1960s
 - b. Public Use (Policy 3.11.2(a) & 3.11.4(a)): The CMS supports making private accommodations available for public use where possible. The Rocky Gully Ski Club is open to working with DOC to explore future public use options, such as allowing school or youth groups to use the hut if necessary- noting that the hut is not accessible and sleeping arrangements are communal.
 - c. Removal at End of Term (Policy 3.11.2(b) & 3.11.4(b)): The club agrees that if DOC does not retain the hut at the end of the lease term, the structure may need to be removed. We accept this policy and are willing to include a removal clause in the lease.
 - d. Compliance with Other Conditions (Policies 3.11.4(c)-(g), 3.11.5, 3.11.6): The Rocky Gully Ski Club will comply with all standard requirements for private accommodation concessions, such as maintaining the structure and adhering to site limitations. We are committed to cooperating with periodic assessments of public use.

In summary, this application aligns with CMS Part 3.11. It does not introduce new structures, acknowledges public access expectations, and accepts end-of-term removal policies. The club's commitment to complying with concession conditions and exploring public use options demonstrates alignment with CMS policy. Renewing the lease under these terms supports CMS guidance and objectives.

Wider Conservation Benefits and Policy Objectives: Renewing the Rocky Gully Ski Club hut concession not only ensures compliance but also advances broader conservation and recreation goals. By approving this renewal, the Department of Conservation (DOC) will support several key objectives:

- Improved Accessibility and Participation: The hut enhances public access to outdoor recreation, offering affordable accommodation for families, students, and community groups. This aligns with DOC's aim to engage diverse people in enjoying nature and supports the vision outlined in the Otago Conservation Management Strategy (CMS) for accessible recreational opportunities.
- Enhanced Visitor Safety: On-mountain huts improve safety by reducing nighttime travel on steep roads and providing shelter during sudden weather changes. While visitor safety is not a specific CMS policy for ski fields, it remains a DOC priority. The hut serves as a refuge for skiers and facilitates emergency response coordination with ski patrol.
- Sustainable Use of Resources: Renewing the concession promotes sustainable tourism by utilizing an existing structure rather than constructing a new facility. The club shares infrastructure with NZSki, ensuring efficient resource use. This approach supports small-scale, community-driven alpine tourism while preserving the local environment.
- Community and Partnership: The proposal encourages community involvement in conservation. Managed by volunteers, the Rocky Gully Ski Club partners with DOC and commercial operators for shared environmental goals. By approving the concession, DOC would affirm a successful model of community engagement in public land management.

In conclusion, the concession renewal is both compliant with policy and supportive of DOC's goals related to recreation, visitor safety, and community engagement in conservation. These factors strengthen the case for a favourable decision on this application.¹

¹ The Applicant has consulted with DOC staff during the preparation of this application and has incorporated their feedback. All information provided here and in the attachments is true and correct to the best of our knowledge. If any additional details or clarification are needed, Rocky Gully Ski Club will gladly supply them upon request.



Concession Document (Lease)

THIS LEASE is made this 8th day of December 2010

PARTIES:

1. **Minister of Conservation** (the Grantor)
2. **Rocky Gully Ski Club Incorporated** (the Concessionaire)

BACKGROUND

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

OPERATIVE PARTS

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

SIGNED on behalf of the Minister of Conservation by **Douglas MacGregor Lind, Wakatipu Area Manager** acting under delegated authority in the presence of:

Witness Signature: [Signature]
 Witness Name: Siula Goh
 Witness Occupation: OR Lange, Wakatipu
 Witness Address: Carroll Building, 1A Moa Point Road, Queenstown.

The seal of **Rocky Gully Ski Club Incorporated** was affixed pursuant to authority of the Committee in the presence of the President, the Secretary and one other member of the Committee pursuant to Rule 11 of the Constitution and Rules of the Concessionaire:

[Signature] J. STONE
 President
[Signature]
 Secretary
[Signature]
 Committee Member

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.	
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SCHEDULE 1

1.	Land (clause 2)	As marked on the attached plan or map in Schedule 4 being: Physical Description/Common Name: Coronet Peak Recreation Reserve Land Status: Recreation Reserve Area: 120m ² more or less as shown on plan in Schedule 4 Legal Description: Part Section 20 Block XVI Shotover Survey District Map Reference: CB11
2.	Concession Activity (clause 2)	Occupation of land with a building for use associated with the activities of the Concessionaire as described at clause 1 of Schedule 3.
3.	Term (clause 4)	15 years commencing on 1 April 2011.
4.	Renewal(s) (clause 4)	N/A
5.	Final Expiry Date (clause 4)	31 March 2026
6.	Concession Fee (clause 5)	Concession Activity Fee \$1200.00 per annum plus GST
7.	Environmental Monitoring Contribution (clause 10)	Not required
8.	Community Services Contribution (clause 7)	Not required
9.	Total payment to be made per annum (clause 5)	\$1200.00 per annum plus GST (comprising: Concession Activity Fee (Item 6))
10.	Total payment instalment(s) (clause 5)	N/A
11.	Concession Fee Payment Date(s) (clause 5)	On or before the date on the Grantors invoice.
12.	Penalty Interest Rate (clause 5)	15% per annum
13.	Concession Fee Review Date(s) (clause 6)	1 April 2014, 1 April 2017, 1 April 2020, 1 April 2023
14.	Insurance (To be obtained by Concessionaire) (clause 13)	A. <u>Types and amounts:</u> (i) Public Liability Insurance for: (a) general indemnity for an amount no less than \$1,000,000; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000; and B. <u>Other Policies and amounts:</u> Not required

		Insurance amounts subject to review (clause 15)
15.	Health and Safety (clause 14)	Safety Plan: Not required
16	Concessionaire Identification (Clause 32)	Not Required
17.	Addresses for Notices (clause 25)	The Grantor's address is: 77 Stuart Street Dunedin Phone: (03) 477 0677 Fax: (03) 477 8626 Email: otago@doc.govt.nz
		The Concessionaire's address is: 385 Littles Road Queenstown 9347 Phone: (03) 441 2424 Fax: (03) 441 2426 Email: simon.ss@cplaw.co.nz
18.	Guarantee (clause 30)	Not required
19.	Special Conditions (clause 35)	See Schedule 3

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

Please initial each page of Schedule 1.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LEASE

1. Interpretation

- 1.1 Where the Grantor's consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.
- 1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.3 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.4 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 25 is to apply.
- 1.5 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.
- 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 Land and any structures and facilities of the Grantor without hindrance or interruption by Grantor or by any person or persons claiming under the Grantor until the expiration or earlier termination of this Concession.
- 3.2 Provided reasonable notice has been given to the Concessionaire the Grantor, its employees and contractors may enter the Land to inspect the Land and facilities, to carry out repairs and to monitor compliance with this Concession.

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

- 4.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 4.2 If there is a right of renewal then the Grantor at the Concessionaire's cost must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:
- (a) gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's intention to renew this Concession; and
 - (b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.
- 4.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.

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

- 5.1 The Concessionaire must pay 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.
- 5.2 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

6. When can the fee be reviewed?

- 6.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 6.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 6.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the Grantor under clause 6.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 6.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

- 6.2 Immediately the Concessionaire gives notice to the Grantor under clause 6.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 23) or, if the parties agree,
 - (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
 - (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
 - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
 - (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
 - (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 6.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 6.1.

7. Are there any other charges?

- 7.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 7.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 7.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving

the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

- 7.4 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 11 of Schedule 1.

8. When can the Concession be assigned?

- 8.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 8.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 8.1.
- 8.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 8.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 8.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 8.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

9. What are the obligations to protect the environment?

- 9.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
- 9.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 9.3 The Concessionaire must not store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance
- 9.4 If directed by the Grantor, the Concessionaire must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.
- 9.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 9.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the

Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.

9.7 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.

9.8 The Concessionaire must not bury:

- (a) any toilet waste within 50 metres of a water source on the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

10. What about Environmental Monitoring?

10.1 The Concessionaire must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10.2 If the Grantor does not issue a direction under clause 10.1 the Concessionaire must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 7 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

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

11.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.

11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.

11.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.

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

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

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

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

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

12. What about advertising?

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

13. What are the liabilities and who insures?

- 13.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 13.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 13.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 13.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 13.5 Despite anything else in clause 13 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 13.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 13.7 Where the Grantor is found to be liable in accordance with clause 13.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 13.8 Despite anything else in clause 13 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.9 Without prejudice to or in any way limiting its liability under this clause 13 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 14 of Schedule 1 with a substantial and reputable insurer.

- 13.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 13.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 13.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

14. What about Health and Safety?

- 14.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 15 of Schedule 1), and with any safety directions of the Grantor.
- 14.2 Before commencing the Concession Activity the Concessionaire must, if required by Item 15 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 14.3 If clause 13.2 applies then if the Concessionaire amends or replaces the safety plan then before the amendment or replacement plan takes effect the Concessionaire must comply with 13.2(b) and (c).
- 14.4 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 14.5 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 14 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 14.6 The Concessionaire must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
 - (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;

- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 14;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

15. What are the compliance obligations of the Concessionaire?

15.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

15.2 The Concessionaire must comply with this Concession.

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

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

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

15.6 If the Legislation requires the Grantor to spend money on structures, facilities or land alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this 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 Lease is to terminate at once; or
 - (b) as, in the reasonable opinion of the Grantor, to require demolition or reconstruction, the Grantor may, within 3 months of the date of damage or destruction, give the Concessionaire 1 month's notice to terminate and a fair proportion of the Concession Fee and Other Charges is to cease to be payable according to the nature and extent of the damage.
- 16.2 Any termination under clause 16.1 is to be without prejudice to the rights of either party against the other.
- 16.3 If the Grantor's structures or facilities or any portion of them are damaged but not so as to render the premises untenable and:
- (a) the Grantor's policy or policies of insurance have not been invalidated or payment of the policy monies refused in consequence of some act or default of the Concessionaire; and
 - (b) all the necessary permits and consents are obtainable; and
 - (c) the Grantor has not exercised the right to terminate under clause 16.1,
- the Grantor must, with all reasonable speed, apply all insurance money received by the Grantor in respect of the damage towards repairing the damage or reinstating the structures or facilities; but the Grantor is not liable to spend any sum of money greater than the amount of the insurance money received.
- 16.4 Any repair or reinstatement may be carried out by the Grantor using such materials and form of construction and according to such plan as the Grantor thinks fit and is to be sufficient so long as it is reasonably adequate for the Concessionaire's use of the Land for the Concession Activity.
- 16.5 Until the completion of the repairs or reinstatement a fair proportion of the Concession Fee and other charges is to cease to be payable according to the nature and extent of the damage.
- 16.6 If any necessary permit or consent is not obtainable or the insurance money received by the Grantor is inadequate for the repair or reinstatement, the Term is at once to terminate but without prejudice to the rights of either party against the other.
- 17. What are the Grantor's rights to remedy defaults?**
- 17.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.
- 17.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1
- 18. When can the Concession be suspended?**
- 18.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.

- 18.2 If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 18.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.
- 18.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 18.5 The word "investigates" in clause 18.4 includes the laying of charges and awaiting the decision of the Court.
- 18.6 During any period of temporary suspension arising under clauses 18.1 or 18.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 18.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 18 including loss of profits.

19. When can the Concession be terminated?

- 19.1 The Grantor may terminate this Concession either in whole or in part:
- (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 10 working days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) by 14 days notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
 - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
 - (ii) the Grantor has notified the Concessionaire of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
 - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
 - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 13.9 and 14; or
 - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
 - (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or

- (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
- (h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

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

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

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

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

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

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

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

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

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

21. When is the Grantor's consent required?

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

22. What about other concessions?

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

23. How will disputes be resolved?

- 23.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 23.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 23.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 23.4 The arbitrator must include in the arbitration award reasons for the determination.
- 23.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

24. What about prosecution for offences?

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

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

- 25.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 17 or 18 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of fax, on the date of dispatch;
 - (c) in the case of post, on the 3rd working day after posting;
 - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

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

26. What is the scope of the Concession?

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

27. Can provisions be severed?

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

28. What about the payment of costs?

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

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

29. What is the relationship of parties?

29.1 Nothing expressed or implied in this Concession is to be construed as constituting the parties as partners or joint venturers.

30. What about a Guarantee?

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

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

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

30.3 The Guarantor covenants with the Grantor that:

- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
- (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
- (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;

- (d) any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
- (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

31. What about Co-Siting?

- 31.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 31.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the Grantor.
- 31.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 31.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Land.
- 31.5 Subject to clause 31.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Land.
- 31.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 31.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 31.6.
- 31.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.8 Where the Concessionaire is required under clause 31.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 31.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
 - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;

(c) any other matters the Grantor considers relevant.

31.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.

31.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

31.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

32. What about Identification cards?

32.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 16 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.

32.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.

32.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.

33. What about registering the Concession?

33.1 The Grantor is not required to do any act or thing to enable this Concession to be registered and the Concessionaire must not register a caveat in respect of the Concessionaire's interest under 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 Lease re-executed by the parties in a form suitable for registration.

34. Which clauses survive termination?

34.1 Clauses 13 and 25 survive the termination of this Concession.

35. Are there any Special Conditions?

35.1 Special conditions are specified in Schedule 3.

36. The Law

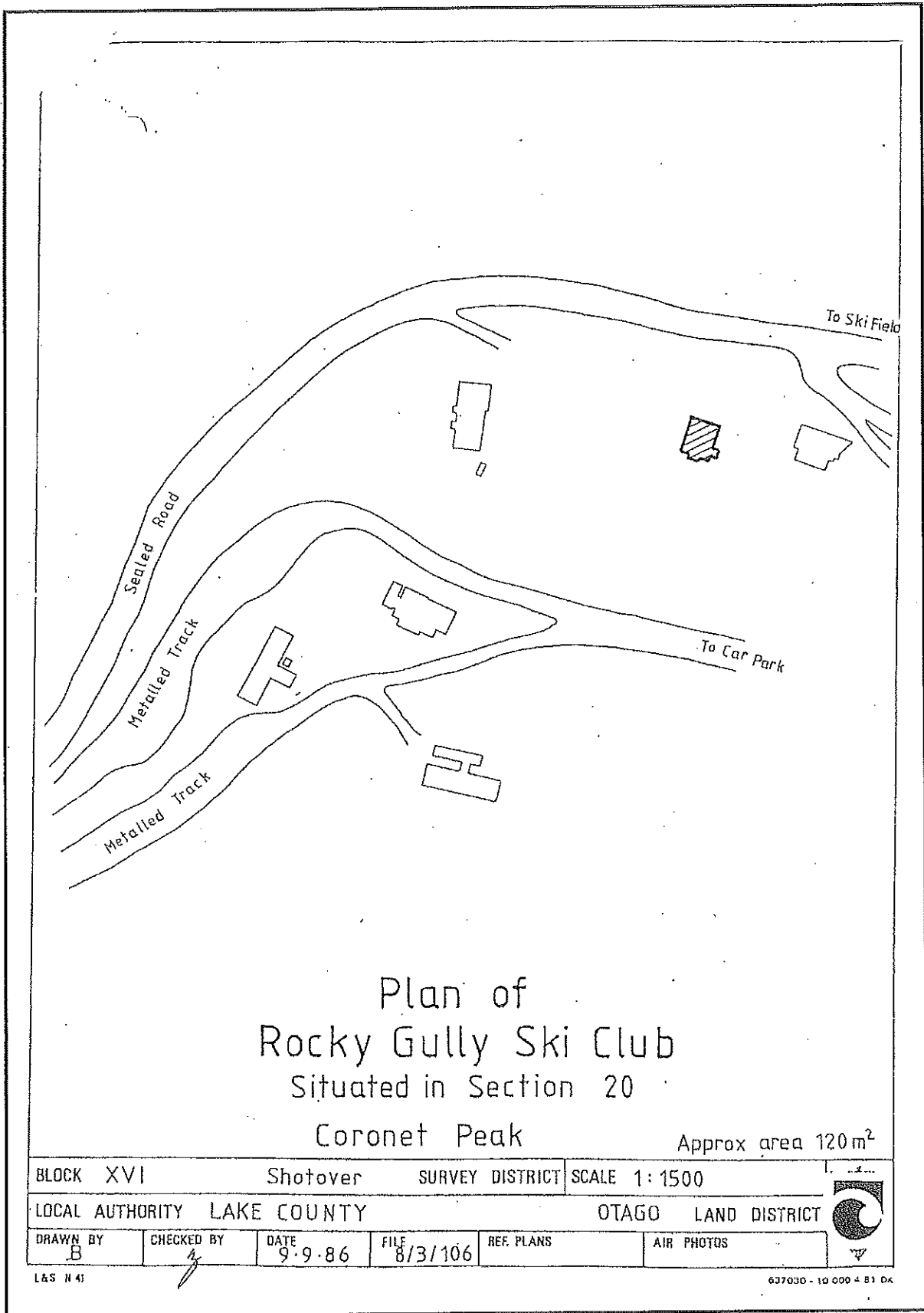
36.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

1. The Concessionaire shall use the Land for the purpose of a base for skiing or other outdoor recreation and also as a place for temporary day and overnight accommodation for that purpose.
2. The Concessionaire shall ensure that the buildings are for the bona fide use of the Concessionaire's members and the members of any related organisation and will ensure that they are not used for permanent accommodation except for a caretaker with the prior approval of the Grantor.
3. The hut(s) on the land shall be kept at all times in a condition satisfactory to the Wakatipu Area Manager.
4. In addition to the requirements at clause 9.5 of Schedule 2, the Concessionaire shall not burn or bury or leave any rubbish or material on the land or on the adjacent Coronet Peak Recreation Reserve. It shall make suitable arrangements for the removal of all its rubbish to the satisfaction of the Queenstown Lakes District Council.
5. The Concessionaire shall unless the Grantor directs otherwise make the hut or huts available for public shelter in cases of emergency and will deposit a key to the hut/s with the Grantor for this purpose. In this clause an emergency will be one declared as such by the Grantor or any person acting under delegated authority and is deemed to include search and rescue operations.

SCHEDULE 4



Plan of
 Rocky Gully Ski Club
 Situated in Section 20
 Coronet Peak

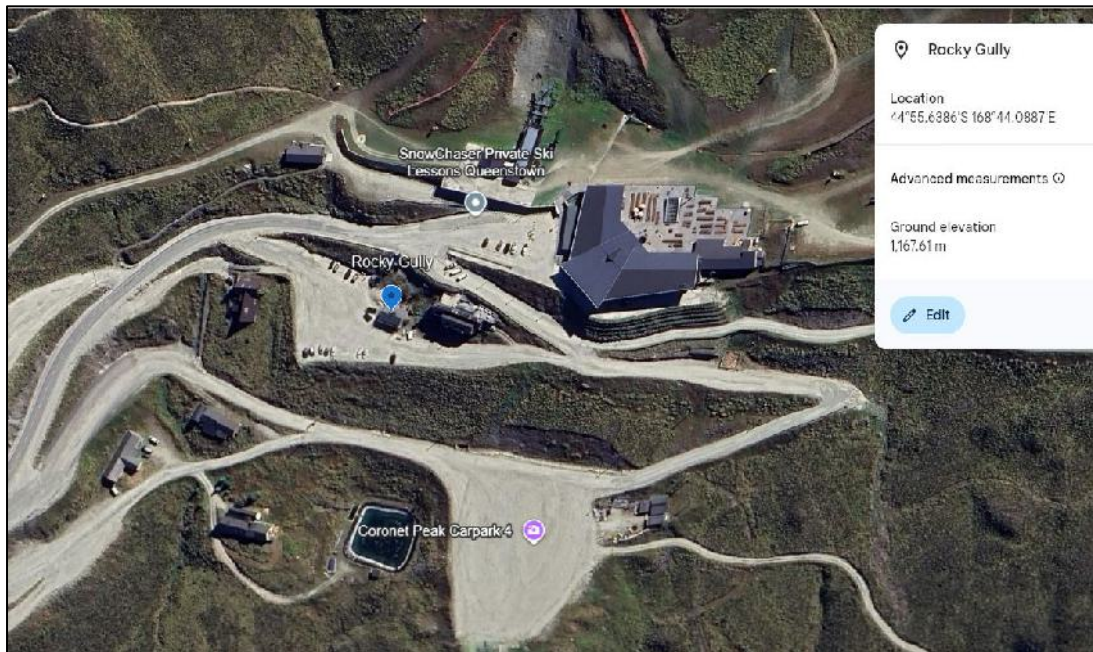
Approx area 120m²

BLOCK XVI	Shotover	SURVEY DISTRICT	SCALE 1:1500		
LOCAL AUTHORITY LAKE COUNTY		OTAGO LAND DISTRICT			
DRAWN BY B	CHECKED BY <i>[Signature]</i>	DATE 9.9.86	FILE 8/3/106	REF. PLANS	AIR PHOTOS

LAS 1141

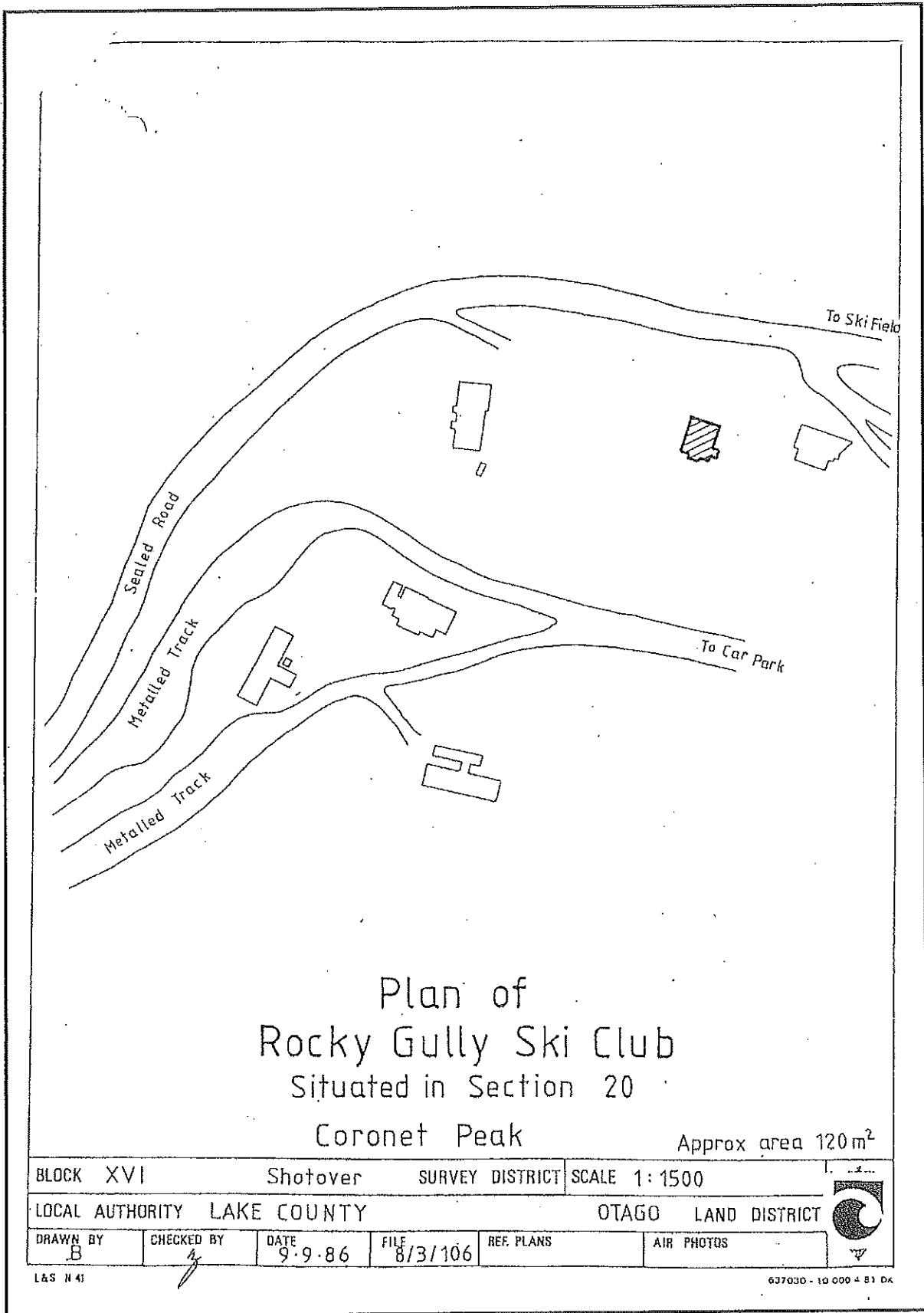
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APPENDIX 1 - LOCATION PLAN



Figures 1&2: Aerials showing the Location of the Rocky Gully Hut within the Ski Field Environment (source QLDC and Google Earth).

SCHEDULE 4



Plan of
 Rocky Gully Ski Club
 Situated in Section 20
 Coronet Peak

Approx area 120m²

BLOCK XVI	Shotover	SURVEY DISTRICT	SCALE 1:1500		
LOCAL AUTHORITY LAKE COUNTY		OTAGO LAND DISTRICT			
DRAWN BY B	CHECKED BY <i>[Signature]</i>	DATE 9.9.86	FILE 8/3/106		REF. PLANS

LAS 1141

637030 - 10 000 4 B1 D4

Appendix 4 – Hut Photos



Figure 1: Rocky Gully Ski Club hut viewed from Coronet Peak access road/Carpark 1 at dusk, 29 June 2025.



Figure 2: Closer image of the hut at twilight on 29 June 2025, with neutral tones matching the terrain and situated among ski infrastructure



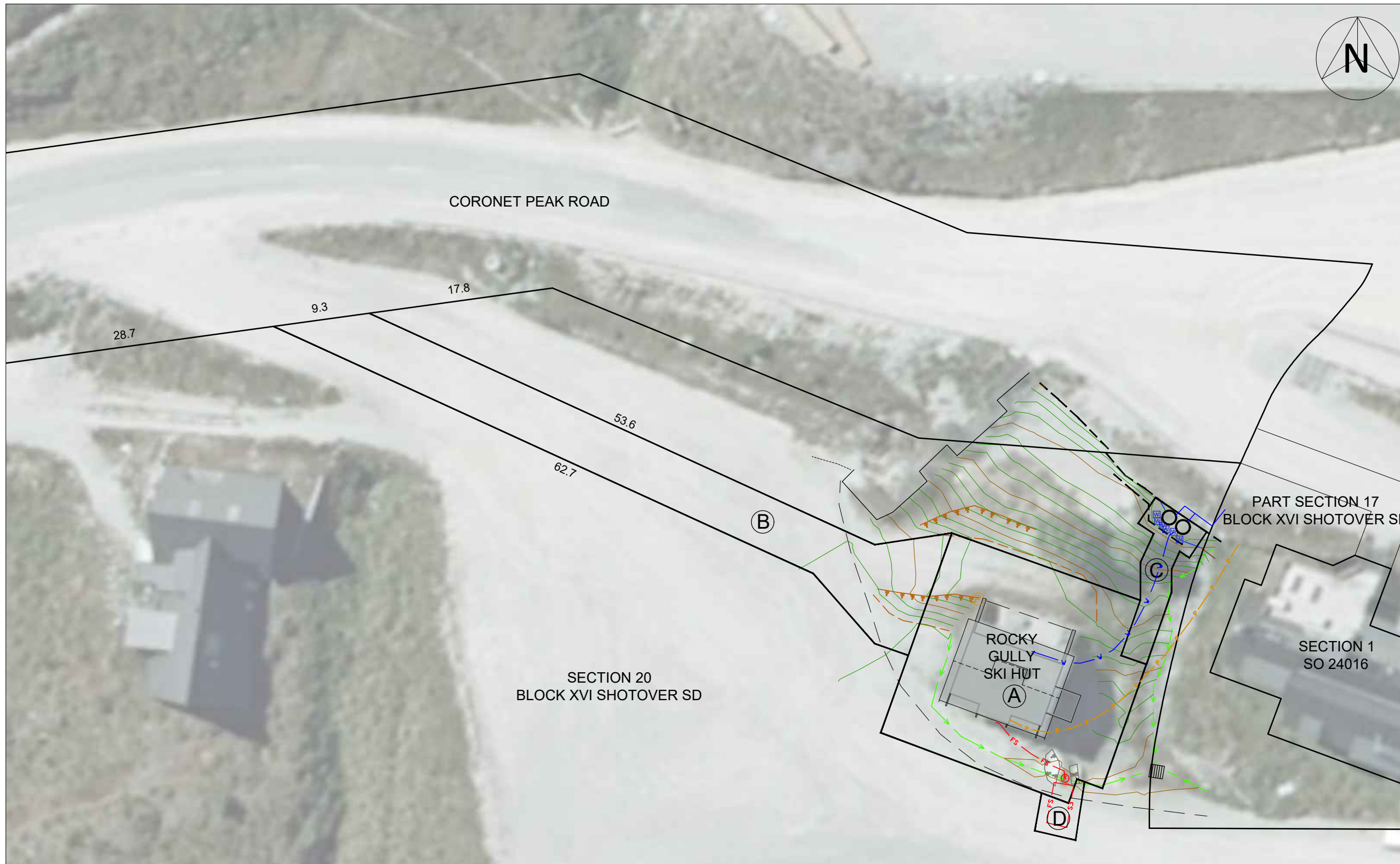
Figure 3: Hut frontage and access area, highlighting proximity to shared infrastructure and topographical screening.



Figure 4: Hut illuminated at night on 3 July 2025, demonstrating minimal light spill and environmental intrusion.



Figure 5: Hut interior at the upper level (July 2025) – note the steep stairway to the shared bunkrooms below.



N

CORONET PEAK ROAD

SECTION 20
BLOCK XVI SHOTOVER SD

PART SECTION 17
BLOCK XVI SHOTOVER SD

SECTION 1
SO 24016

ROCKY GULLY
SKI HUT

TITLE: PROPOSED LEASE AREA AND EASEMENT PLAN

PROJECT: ROCKY GULLY SKI HUT

DATUM: MT NIC 2000 NZVD 2016 SCALE: 1:400 @ A3

DRAWING NO: CN028.34-02-01 REV: C

Rev.	Date	Revision Details	By
A	23.10.25	ISSUED	JK
B	23.10.25	UPDATED	JK
C	28.10.25	UPDATE SCHEDULE	JK

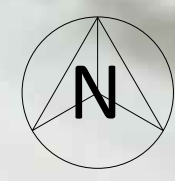
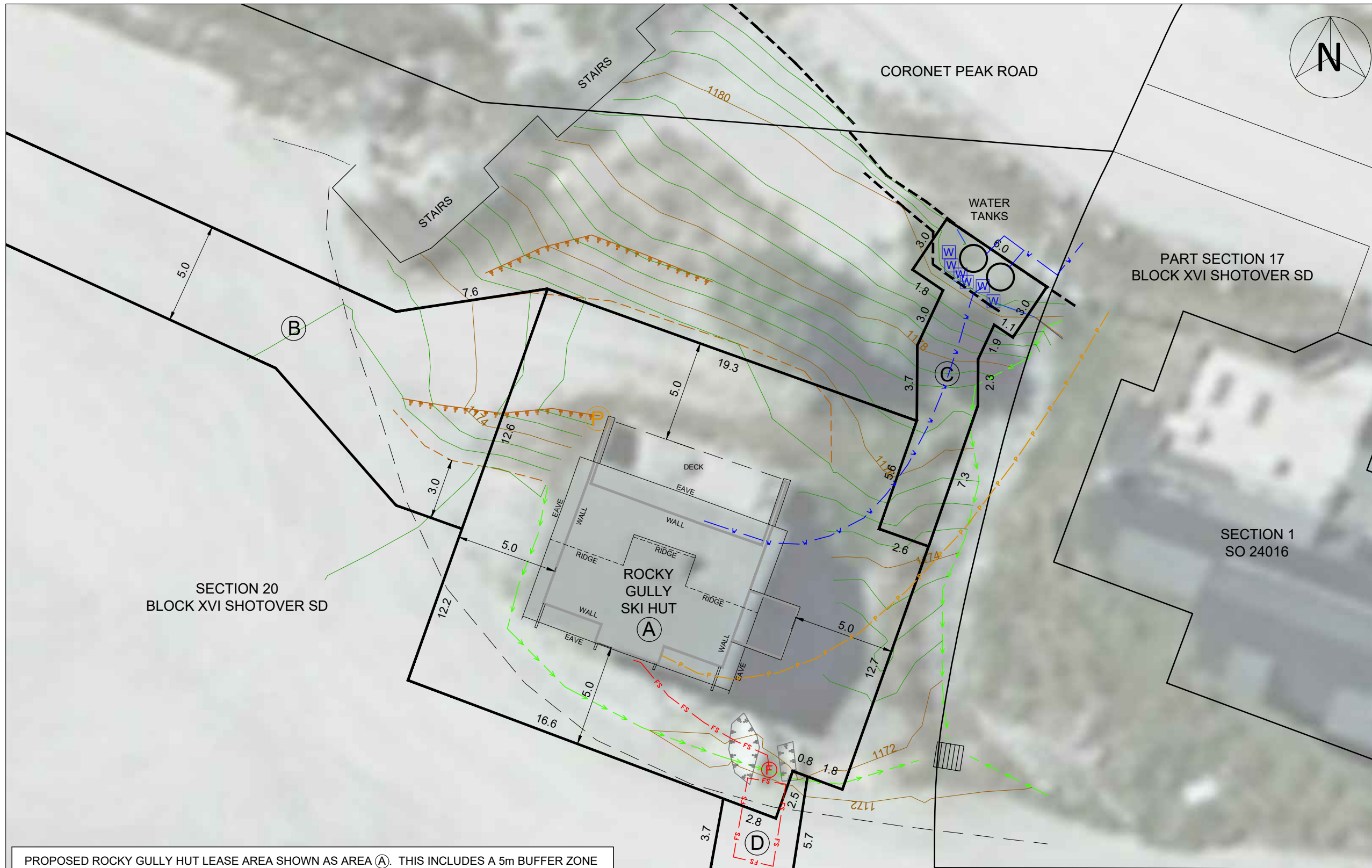
PROPOSED ROCKY GULLY HUT LEASE AREA SHOWN AS AREA (A). THIS INCLUDES A 5m BUFFER ZONE AROUND THE HUT

PROPOSED EASEMENT SCHEDULE			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
RIGHT OF WAY	SECTION 20 BLOCK XVI SHOTOVER SD	(B)	ROCKY GULLY SKI HUT
RIGHT STORE AND CONVEY WATER		(C)	
RIGHT TO STORE SEWAGE		(D)	



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PROJECT:		ROCKY GULLY SKI HUT	
DATUM:	MT NIC 2000 NZVD 2016	SCALE:	1:200 @ A3
DRAWING NO:	CN028.34-02-02	REV:	C
Rev.	Date	Revision Details	By
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B	23.10.25	UPDATED	JK
C	28.10.25	UPDATE SCHEDULE	JK

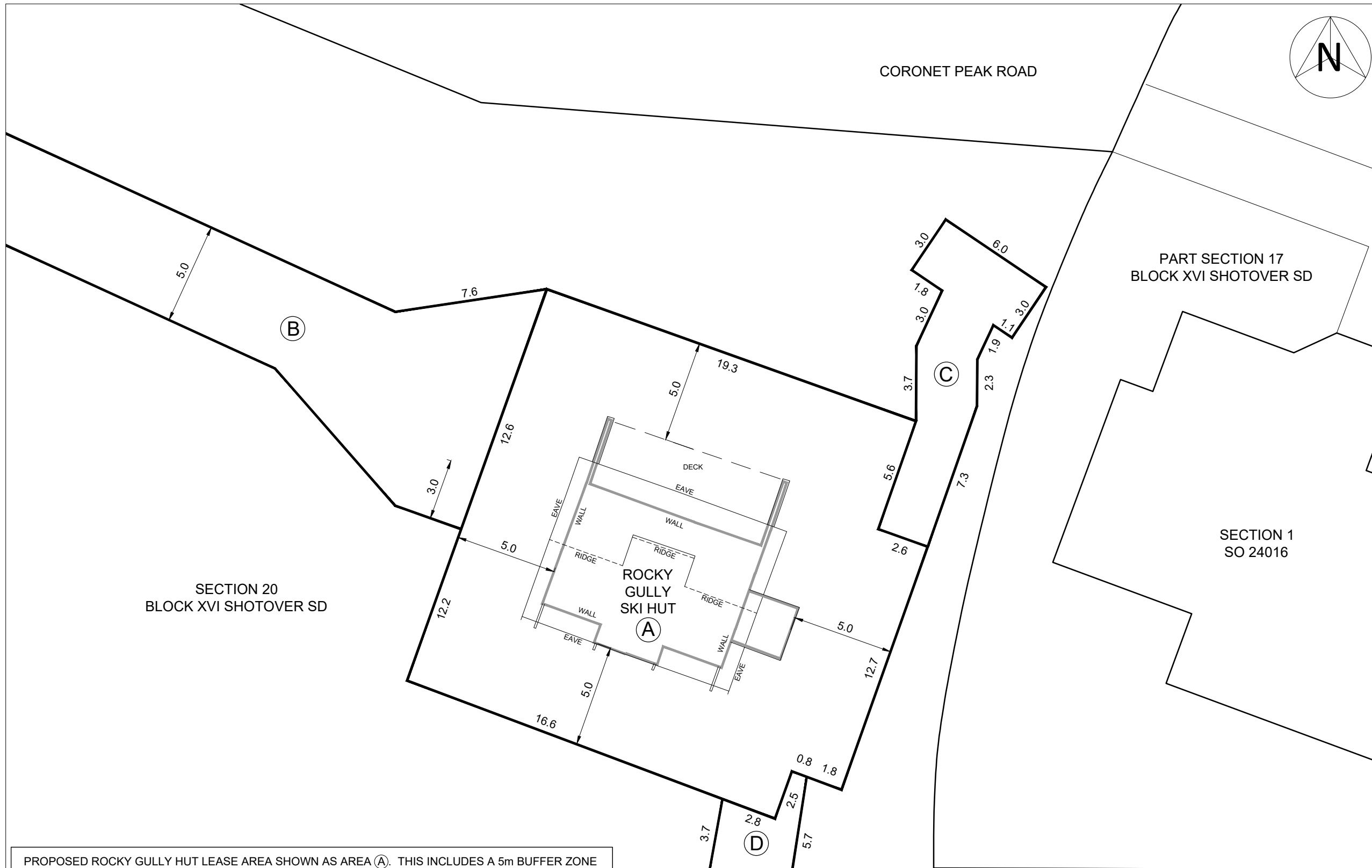
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RIGHT OF WAY	SECTION 20 BLOCK XVI SHOTOVER SD	(B)	ROCKY GULLY SKI HUT
RIGHT STORE AND CONVEY WATER		(C)	
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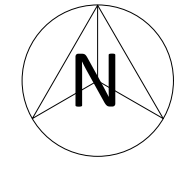
CORONET PEAK ROAD

PART SECTION 17
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SECTION 1
SO 24016

SECTION 20
BLOCK XVI SHOTOVER SD

ROCKY GULLY SKI HUT



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PROJECT: ROCKY GULLY SKI HUT

DATUM: MT NIC 2000 NZVD 2016 SCALE: 1:200 @ A3

DRAWING NO: CN028.34-02-03 REV: C

Rev.	Date	Revision Details	By
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B	23.10.25	UPDATED	JK
C	28.10.25	UPDATE SCHEDULE	JK

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RIGHT STORE AND CONVEY WATER		(C)	
RIGHT TO STORE SEWAGE		(D)	

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