

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 type="checkbox"/> Individual (Go to ①)	
	<input type="checkbox"/> Registered company (Go to ②)	<input checked="" type="checkbox"/> Trust (Go to ②)
	<input 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)	Ruapuha Uekaha Hapu Trust constituted by order of the Maori Land Court on 2 October 1990 under s 438 of the Maori Affairs Act 1953 and continuing as an ahu whenua trust pursuant to s 354 of Te Ture Whenua Maori Act 1993 (RUHT)		
	Trading name (if different from applicant name)			
	NZBN if applicable (to apply go to: https://www.nzbn.govt.nz)	Company, trust or incorporated society registration number		
	Registered office of company or incorporated society (if applicable)	Business Hub Collective 12 Hinewai Street Otorohanga 3900		
	Company phone	0800 525 626	Company website	www.ruht.co.nz
	Contact person and role	, Business Consultant John Koning, Barrister		
	Phone	Mobile phone	021 575 529 – John Koning	
	Email	john@clc.nz		
	Postal address	John Koning	Postcode	
	Street address (if different from postal address)		Postcode	

B. Pre-application meeting

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

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

- If yes record the:

Date of DOC pre-application meeting	2 October 2025
Name of DOC staff member	Dell O'Connor, Michelle Lewis and Lynette Trewavas
Name of person who had the pre-application meeting with DOC	██████████ and John Koning

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 checked="" type="checkbox"/>
Land use: Use of public conservation land for private/commercial facility/structure	3b	<input type="checkbox"/>
Guiding/Tourism/Recreation: Watercraft activities	4b	<input checked="" 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	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>

- If yes, state which application forms:

Form 3a

The RUHT applies for a concession by way of a 60 year non-exclusive licence for Part Hauturu East 3B1 (**HE 3B1**). HE 3B1 is a scenic reserve with direct access from Te Anga Road, Waitomo. HE 3B1 is a formed and paved car park that services the Waitomo Caves and Visitor Centre, Waitomo Caves Scenic Reserve and Waitomo Domain. HE 3B1 is subject to the Wai 51 settlement and excluded from the Maniapoto RFR.

Form for Land Based Guiding Activities

The RUHT applies for a concession by way of a 60 year lease for Section 10 Block X Orahiri SD (**Section 10**). Section 10 directly adjoins Hauturu East 8 which is Maori freehold land vested in the RUHT (**HE 8**). HE 8 comprises 1.88 hectares and contains the bulk of the core caves area and visitor centre. Section 10 is subject to the Wai 51 settlement and excluded from the Maniapoto RFR.

Wai 51 plan

HE 8, Section 10 and 3B1 are depicted on the Wai 51 plan prepared by Te Tari Whakatau.

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).

Since June 1990 RUHT has been member of Caves Management Committee pursuant to the Wai 51 settlement (**CMC**). Under the Wai 51 settlement the control of the Waitomo Caves is shared between the RUHT and DOC.

The RUHT and the Minister of Conservation were licensors for HE 8, Section 10 and HE 3B1 under the 1990 licence (LIC-4001).

The RUHT and the Minister of Conservation are lessors/concessionaires for HE 8, Section 10 and HE 3B1 under the 2008 lease (WK-22946-GUI).

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
E	Trust Order	PDF	Trust Order at 125 Waikato Maniapoto MB 91-122
<u>E</u>	Agreement in Principle	PDF	Wai 51 Settlement
E	Caves Management Plan	PDF	Caves Management Committee
D	Wai 51 Plan	PDF	Plan of lands subject to Wai 51

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 checked="" type="checkbox"/>
Yes	<input type="checkbox"/>
If 'yes' under what name	
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	Ruapuha Uekaha Hapu Trust
Date	23 February 2026

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



Concession Application Form 3a – Tenanting or using existing DOC structure/facility

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

This form is to be used when the proposed activity is the tenanting or use of any existing facility or structure that is managed by the Department of Conservation on public conservation land. Examples may include permanent use of historic building for a business or a community group; leasing a campground or lodge. For overnight stays in DOC huts, please fill in Form 4a. This form is to be completed in conjunction with either Applicant Information Form 1a (longer term concession) or Applicant Information Form 1b (one-off concession) as appropriate.

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

A. Description of Activity

Please describe the proposed activity in detail – where the site is located, 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 you are applying for 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 3a:A1.

A licence to provide non-exclusive use of the parking facilities on HE 3B1 for visitors to the commercial guiding on Section 10 and HE 8.

This car park is also used by visitors to the Waitomo Domain and the walkway on HE 3B1.

Do you believe you need to exclude others from the structure or facility? **YES / NO**
(*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 / NO**

Is exclusive possession necessary to protect physical security of the activity? **YES / NO**

Is exclusive possession necessary for the competent operation of the activity? **YES / NO**

If the answer to any of the above is yes, then provide details and supporting evidence and label Attachment 3a:A2.

B. 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.

60 years

Under s 17Z)(1) of the Conservation Act 1987 a licence may be granted for a term of 60 years “where the Minister is satisfied that there are exceptional circumstances”. There are exceptional circumstances that justify the RUHT being granted a term of 60 years:

- (a) Ruapuha Uekaha have manawhenua over and are kaitiaki of HE 3B1;
- (b) Between 1888 and 1906 Tanetinorau Opataia and Ruapuha Uekaha operated a commercial

guiding business at Waitomo;

- (c) The Crown compulsorily acquired HE 3B1 from Ruapuha Uekaha for scenery preservation;
- (d) The Crown undertook commercial guiding in the Waitomo Caves Scenic Reserve through the Department of Tourism and Publicity and Tourist Hotel Corporation between 1906 and 1990;
- (e) Under the Wai 51 settlement the RUHT jointly controls the Waitomo Caves through the Caves Management Committee;
- (e) The Wai 51 settlement provides for the RUHT and the Crown to jointly provide for commercial guiding over HE 8 and Section 10;
- (f) The carpark on HE 3B1 facilitates public access to HE 8 and Section 10;
- (f) The 1990 licence and 2008 lease included HE 3B1 as an associated facility;
- (g) The Wai 51 settlement provides for the RUHT and the Crown to actively cooperate for the protection and preservation of the Waitomo Caves for the benefit of all New Zealanders.

C. 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 3a:C.

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

Location on public conservation land	Special feature or value	Potential effects of your activity on the feature or value (positive or adverse)	Methods to remedy, mitigate or avoid any adverse effects identified
<i>EG: Tararua Forest Park</i>	<i>Northern rata - threatened species</i>	<i>Damage to the plants by construction</i>	<i>Brief construction and maintenance staff of the location and importance of the species; clearly tape off areas with the species to avoid damage</i>
Formed carpark	There are no special features or values associated with this part of HE 3B1	No adverse environmental effects Positive effect by facilitating public access to caves on HE 8 and Section 10	Not applicable

D. Bulk fuel storage

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

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

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

YES / 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 3a:D. 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.

E. Other

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

Application for Land Based Guiding Activities

Is this the right application form for me?

Use this application form for commercial land based guiding activities on public conservation land e.g.

- Walking, hiking and tramping (day, night and overnight)
- Climbing
- Biking (manual and e-bike)
- Hunting
- Fishing
- Horse riding
- Vehicle activities (motorbikes, 4x4, quad bike and snow mobile)
- Other land based guiding activities.

Use this form for all new applications and variations to existing guiding concessions.

Is your activity on a conforming track?

There are a number of tracks, called [conforming tracks](#)¹, that are already approved and available for guided walking if certain conditions are followed. For guided activities on conforming tracks, use the Department of Conservation (DOC) [conforming track application form](#)².

How do I complete this application form?

- Complete all sections of this form
- 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 form (section L).

Personal information will be managed by DOC confidentially. For further information check [DOC's privacy and security statements](#)³.

¹ <https://www.doc.govt.nz/guided-walking-conforming>

² <https://www.doc.govt.nz/guided-walking-conforming>

³ <https://www.doc.govt.nz/footer-links/privacy-and-security/>

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

- Check the DOC's '[Land-based guided activities](#)⁴ webpage
- Arrange a pre-application meeting (either face to face or over the phone) by contacting the [Department of Conservation Office](#)⁵ closest to where the activity is proposed. You can use [DOC maps](#)⁶ to identify which District Office you should contact. Or arrange a meeting with any of our [four offices that process concessions](#)⁷ – 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.

Have you considered DOC's statutory planning documents?

Your concession must not be inconsistent with [DOC's relevant statutory planning documents](#)⁸ as they set out how DOC and our Treaty partners manage public conservation land. Statutory planning documents can have a direct impact on your application, for example they may set the specific track limitations and maximum group size allowed.

Book a pre-application meeting with DOC staff if you require assistance with navigating DOC's statutory planning documents.

How do I submit my application?

Email your completed application and any other attachments to: permissions@doc.govt.nz

What happens next?

Once it is 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 form are designed to cover the requirements set out in DOC's conservation legislation. Your answers allow us to assess:

- The effects of your activity and your proposed methods to avoid, remedy or mitigate any adverse effects of the activity.
- Your qualifications, resources, skills and experience to adequately conduct the activity on public conservation land.
- Your creditworthiness is a factor in determining 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: Information collected by DOC will be supplied to a debt collection agency in the event of non-payment of payable fees.

⁴ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

⁵ www.doc.govt.nz/footer-links/contact-us/office-by-name/

⁶ <http://maps.doc.govt.nz/mapviewer/index.html?viewer=docmaps>

⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/contacts>

⁸ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

Treaty Partner consultation

DOC has a statutory responsibility to give effect to the principles of the Treaty of Waitangi. One component of this may be DOC consulting with Treaty Partners about your application. This consultation will feed into DOC's decision-making process. More information can be found on the DOC website on our [iwi/hapū/whānau consultation](#)⁹ page.

Contact your local [DOC office](#)¹⁰ if you require further information about consultation.

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 [Land-based guided activities](#)¹¹ page on the DOC website.

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.

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- 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 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](#)¹² 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.

⁹ <https://www.doc.govt.nz/get-involved/apply-for-permits/iwi-consultation/>

¹⁰ <https://www.doc.govt.nz/footer-links/contact-us/office-by-name/>

¹¹ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

¹² <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/safety-plans/>

A. Applicant details

Legal status of applicant (tick)	<input type="checkbox"/> Individual (Go to ①)	
	<input type="checkbox"/> Registered company (Go to ②)	<input checked="" type="checkbox"/> Trust (Go to ②)
	<input type="checkbox"/> Incorporated society (Go to ②)	<input type="checkbox"/> Other (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)		Ruapuha Uekaha Hapu Trust constituted by order of the Maori Land Court on 2 October 1990 under s 438 of the Maori Affairs Act 1953 and continuing as an ahu whenua trust pursuant to s 354 of Te Ture Whenua Maori Act 1993 (RUHT)	
	Trading name (if different from applicant name)			
	NZBN if applicable (to apply go to: https://www.nzbn.govt.nz)		Company, trust or incorporated society registration number	
	Registered office of company or incorporated society (if applicable)		Business Hub Collective 12 Hinewai Street Otorohanga 3900	
	Company phone	0800 525 626	Company website	www.ruht.co.nz
	Contact person and role		[REDACTED], Business Consultant John Koning, Legal Adviser	
	Phone		Mobile phone	021 575 529 – John Koning

Email		john@clc.nz
Postal address		John Koning
Street address (if different from Postal address)		

B. Variation of an existing concession

Is this application *varying* an existing concession?

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

- Only complete the parts of the form that relate to the variation you are seeking.
- State the concession number of which you wish to vary and describe the variation.

Concession number you wish to vary

- Briefly describe the variation you are seeking to your existing concession:

C. 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"/>

- State when and who with:

and John Koning met with Dell O'Connor, Michelle Lewis and Lynette Trewavas on 2 October 2025.

D. Description of activity

Select all the guiding activities you are applying for.

<input checked="" type="checkbox"/>	Day walks, hiking and tramping	<input type="checkbox"/>	Hunting*
<input type="checkbox"/>	Night walks, hiking and tramping	<input type="checkbox"/>	Fishing
<input type="checkbox"/>	Overnight walks, hiking and tramping	<input type="checkbox"/>	Motorbike
<input type="checkbox"/>	Climbing	<input type="checkbox"/>	4x4 vehicle
<input type="checkbox"/>	Manual bike rides	<input type="checkbox"/>	Quad bike
<input type="checkbox"/>	Electric bike rides	<input type="checkbox"/>	Snow mobile
<input type="checkbox"/>	Horse riding	<input checked="" type="checkbox"/>	Other ^

* If you selected **hunting**, state which type of animal/s you plan to hunt.

^ If you selected **other** explain below the type of guiding activity. (location details can be completed in section L below). **A pre-application meeting is strongly recommended for new or unusual guiding.**

Guided walking tours through Waitomo Caves

Visitors to the Waitomo Caves typically use the car park located on HE 3B1. They then walk along an underpass under Te Anga Road from the car park on HE 3B1 to the visitor centre and assembly point on HE 8.

The tour commences with a guide briefing on health and safety, ecological, environmental and cultural protocols applicable to the guided tour. The visitors then have a short walk along a paved track to the cave entrance followed by a walk through the Waitomo Caves on designated walkways that have not been closed off to visitors due to vulnerable formations and/or for CO2 management purposes.

When water level conditions permit, the guided tour also includes a short non-motorised boat ride on the Waitomo Stream that passes through the Waitomo Caves. The boat loads visitors and embarks from a designated jetty adjoining the area known as the Grotto then floats

through the Grotto enabling glowworm observation before exiting the cave for visitors to disembark at a permanent jetty constructed on the stream bank within HE 8.

The guided tour of the Waitomo Caves is depicted on Maps C and D. Only a small part of the guided tour is located on Section 10 which is the public conservation land subject to this application.

As shown on Maps C and D, section 10 comprises a short portion of the walk in the vicinity of the boat jetty and a short boat ride through the Grotto prior to exiting the Waitomo Caves. The rest of the guided tour is wholly on HE 8.

E. 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:

Form 3a for 60 year concession for non-exclusive licence for the car park on HE 3B1

F. Duration

State how long (months and years) you want your concession to last?

60 years

- Explain why you are seeking this duration:

Under s 17Z)(1) of the Conservation Act 1987 a lease may be granted for a term of 60 years "where the Minister is satisfied that there are exceptional circumstances". There are exceptional circumstances that justify the RUHT being granted a concession over Section 10 for 60 years:

- (a) Ruapuha Uekaha have manawhenua over and are kaitiaki of Section 10;
- (b) Between 1888 and 1906 Tanetinorau Opataia and Ruapuha Uekaha operated a commercial guiding business at Waitomo;
- (c) The Crown compulsorily acquired Section 10 from Ruapuha Uekaha for scenery preservation;
- (d) The Crown undertook commercial guiding in the Waitomo Caves Scenic Reserve through the Department of Tourism and Publicity and Tourist Hotel Corporation between 1906 and 1990;
- (e) Under the Wai 51 settlement the RUHT jointly controls the Waitomo Caves through the CMC;
- (e) The Wai 51 settlement provides for the RUHT and the Crown to exclusively provide for commercial guiding under HE 8 and Section 10;
- (f) HE 8 provides the public with the only access to the scenic reserve on Section 10;
- (g) The Wai 51 settlement provides for the RUHT and the Crown to actively cooperate for the protection and preservation of the Waitomo Caves for the benefit of all New Zealanders.

G. 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).

The RUHT and the Minister of Conservation were licensors of HE 8, Section 10 and HE 3B1 under the 32 year 1990 licence (LIC-4001).

The RUHT and the Minister of Conservation are lessors/concessionaires of HE 8, Section 10 and HE 3B1 under the 21 year 2008 lease (WK-22946).

Since June 1990 RUHT has been member of CMC pursuant to the Wai 51 settlement. Under the Wai 51 settlement the control of the Waitomo Caves is shared between the RUHT and DOC.

The CMC currently comprises representatives from RUHT, DOC and Tourism Holdings Limited the lessee under the 2008 lease (THL).

The CMC oversees and monitors a range of programs and protocols that have been incorporated into and/or that flow from the 2008 lease. These initiatives focus on the operative CMP and related cultural, environmental, ecological, health & safety and staff recruitment/development programs.

RUHT is also a member of and supports an Environmental Advisory Group (consisting of expert scientists, representatives from local hapu, DOC and the Lessee), through which combined environmental learnings are recorded and used to continuously minimise the impact on the cave, the karst environment and the glowworms, of the daily cave tour operations. A dedicated Environmental Manager has been employed that uses real time in cave monitoring equipment to further protect this taonga.

RUHT representatives have attended a number ACKMA conferences – Australasian Cave and Karst Management Association (Inc).

At the expiry of the 2008 lease on 30 June 2027, the RUHT will ensure a high degree of operational continuity between the existing operations managed and run by THL as the current lessee, and the new operations put in place under the proposed new lease to RUHT. Specifically:

- RUHT is in discussions with THL regarding THL's continued involvement in a joint operating arrangement following the expiry of the 2008 lease.
- If a joint operating arrangement cannot be agreed with THL, the 2008 lease requires RUHT to offer employment to all THL employees engaged directly in the operation of the cave attraction on equivalent terms as are in place with THL.

In either case, RUHT will ensure the CMP and all existing cultural, environmental, ecological, health & safety and staff recruitment/development programs and protocols referred to herein, are incorporated into the operations of the new lease.

H. Consultation undertaken

DOC has a statutory obligation to give effect to the principles of the Treaty of Waitangi. This often requires consultation with our Treaty Partner (iwi/hapū/whānau of local Maori) on your application. If you have already consulted with our Treaty Partner, or with other interested stakeholders, DOC would like to know about it.

We recommend you discuss consultation with a DOC staff member before starting your application.

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

- If yes, supply details for each group consulted with:

Whānau/hapū/iwi consulted with:	
Name of individual you consulted with:	
Date of consultation:	
Form of consultation (e.g. email, meeting):	
Outcome of consultation*:	<p>Ruapuha Uekaha have manawhenua over and are kaitiaki of Waitomo including HE 8, Section 10 and HE 3B1.</p> <p>The RUHT is the PSGE for the Wai 51 settlement and represents Ruapuah Uekaha on all matters relating to the Waitomo Caves.</p> <p>The RUHT and the Crown are treaty partners that control the Waitomo Caves under the Wai 51 settlement.</p>
Other interested stakeholders consulted with e.g. Conservation Boards or community groups:	

Name of individual you consulted with:	
Date of consultation:	
Form of consultation (e.g. email, meeting):	
Outcome of consultation*:	

If you received a written response to consultation attach a copy to this application. Record the document details in section 'L Attachments' of this form.

I. Location(s) and activity(ies)

List all the areas of your proposed operation. All columns must be completed. If the column is not applicable you must state so. If you require more space attach a separate document.

Need help? If you are unable to identify a location contact the local District Office or use DOC's online mapping system - maps.doc.govt.nz¹³.

- ① **Activity:** State the type of guiding you are undertaking: e.g. walking (day, night or overnight), biking (manual or e-bike), hunting, fishing, horse riding vehicle activities (state which type e.g. motor bike vehicle, 4x4 vehicle, quad bike, snow mobile) or you must specify any other type of guiding.
- ② **Public conservation land:** Should include the official name and type (e.g. Nature Reserve, National Park) of the Public Conservation Land that the track or location is within (use maps.doc.govt.nz¹⁴).
- ③ **Track name:** If the proposed activity is on a track you must include the official name of the track. If you intend to operate on part of the track, state where you plan to begin and end [see Example over page]. If the activity is off track you must include NZTM GPS coordinates and an annotated map outlining the proposed area [see Example over page].
- ④ **DOC facilities:** List any DOC facilities used in detail e.g. shelters, huts, campsites, drop off at car parks etc. Include the number of nights if applicable. Include the location even if it is used as a planned lunch/snack stop.
- ⑤ **Dates of operation:** The time of year you plan to operate e.g. all year activity or the exact months of the operation. Listing a season e.g. summer, will not be accepted.
- ⑥ **Maximum group number:** Provide the maximum guiding group number including the guide/s.
- ⑦ **Maximum number of trips:** List the maximum number of trips per day, week, and year.
- ⑧ **Duration of visit:** Select from: less than 1 hour; 1-4 hours; 4-12 hours; 12-24 hours; overnight (state total number of nights).

¹³ maps.doc.govt.nz

¹⁴ maps.doc.govt.nz

1	2	3	4	5	6	7	8
Activity	Public Conservation Land	Track Name	DOC Facilities	Dates of Operation	Max. Group Size (Incl. Guides)	Max. Number of Trips	Duration of Visit
Day walking	Fiordland National Park	<u>Correct example</u> ✓ Kaka Track – Control Gates to Kiwi Shelter and return	Kaka Track car park, Kiwi Shelter (lunch stop)	01 May to 31 July each year	6 people	1 per day 3 per week 50 per year	4-12 hours
		<u>Incorrect example</u> ✗ Kaka Walk	Campsite	Autumn / Winter	TBC	12	Unknown
Overnight Walk	Fiordland National Park	<u>Correct example</u> ✓ Off track. From Kea summit, along ridgeline, down to Kiwi Shelter (starting at NZTM X:1,212,333, Y:5,032,320 – marked map attached)	Kaka Track car park, Kiwi Shelter (lunch stop), Saddleback Hut (1 night)	All year	6 people	1 per month 12 per year	Overnight – 1 night

1	2	3	4	5	6	7	8
Activity	Public Conservation Land	Track Name	DOC Facilities	Dates of Operation	Max. Group Size (Incl. Guides)	Max. Number of Trips	Duration of Visit
Guided Tour	Section 10	Grotto	Walkway	365 days during daylight hours	Ratio is 1 guide to 25 visitors. Maximum group size of 50 visitors	80 per day	1 hour comprising 45 minutes in cave and 15 minutes assembly, briefing, embarking and disembarking
Special Events	Section 10	Grotto	Walkway	Occasional daytime and/or night time events operated throughout the year, as approved by RUHT and CMC	As approved by RUHT and the CMC	N/A	As approved by RUHT and CMC

1 Activity	2 Public Conservation Land	3 Track Name	4 DOC Facilities	5 Dates of Operation	6 Max. Group Size (Incl. Guides)	7 Max. Number of Trips	8 Duration of Visit

J. Consistency with DOC statutory plans

List the [DOC statutory planning documents](#)¹⁵ relevant to your application:

Conservation Management Strategy Waikato 2014-2024

Are you aware of any potential inconsistency of your activity with DOC's statutory planning documents?

No

Yes

If you have answered yes explain why it is inconsistent with the statutory planning documents.

¹⁵ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

K. Effects assessment

The table below suggests some common environmental effects and ways to remedy, mitigate or avoid them. Tick the boxes that are relevant to your application.

If you have identified effects or mitigation measures that are *not* included in the table below, or you have an unusual activity, you will need to attach a document listing your potential effects and how you propose to avoid, remedy or mitigate them. Record this additional information in section L as an attachment.

Feature	Potential effects	Proposed methods to avoid, remedy or mitigate the effect	Tick which apply
Flora and fauna	Disturbance of vegetation or natural area	- Educate staff, and clients on the sensitivities of the area and advise them of low impact techniques	<input checked="" type="checkbox"/>
		- Remain on formed tracks or well used routes	<input checked="" type="checkbox"/>
		- Do not cut down or damage any vegetation or natural feature	<input checked="" type="checkbox"/>
		- Ensure vehicles remain on formed roads	<input type="checkbox"/>
	Damage to wildlife or habitat	- Remain on formed tracks or well used routes	<input checked="" type="checkbox"/>
		- Ensure vehicles remain on formed roads	<input type="checkbox"/>
		- Stay at least 20m away from wildlife and educate staff and clients on appropriate behaviour where wildlife is present (a separate permit is required for viewing marine mammals)	<input type="checkbox"/>
		- Don't startle wildlife with noise or camera flashes	<input checked="" type="checkbox"/>
		- Use infra-red torches for night time viewing	<input type="checkbox"/>
		- Do not feed any species	<input checked="" type="checkbox"/>
		- Do not harass any species	<input checked="" type="checkbox"/>
		- Do not take animals, including domestic pets, onto the land	<input checked="" type="checkbox"/>
		- Do not play recordings of bird song	<input checked="" type="checkbox"/>
		- When driving vehicles, ensure that special care is taken during bird nesting periods. Ensure speed is dramatically reduced where wildlife may be present	<input type="checkbox"/>

Biosecurity	Introduction of new or increase in existing threats to indigenous ecosystems e.g. pests, weeds and pathogens	- Follow Biosecurity New Zealand's Check Clean Dry procedure when in and around waterways	<input checked="" type="checkbox"/>
		- Ensure footwear is cleaned at designated cleaning stations (e.g. Kauri die back areas) or with appropriate cleaning methods when cleaning stations are not available	<input type="checkbox"/>
		- Take all precautions to ensure weeds are not introduced to the land	<input type="checkbox"/>
Other users of the land	Crowding – too many people in a hut, campsite, car park or along the track in relation to the visitor setting.	- Ensure party sizes are kept to the limits set out in the statutory planning documents	<input checked="" type="checkbox"/>
		- Complete accurate annual activity returns to allow DOC to monitor usage	<input checked="" type="checkbox"/>
		- Consider timing of visits to off peak periods of the day, week, season or year where possible	<input checked="" type="checkbox"/>
		- Ensure clients and guides do not monopolise any part of the track, viewing area or car park	<input checked="" type="checkbox"/>
		- Allow other users to pass the group easily	<input checked="" type="checkbox"/>
	Cumulative impacts of additional concessionaire operating at already busy sites	- Park vehicles in designated parking spaces	<input type="checkbox"/>
		- Co-ordinate visits with other concessionaires (where possible)	<input type="checkbox"/>
		- Limit hut use to 50% for all commercial operators combined and ensure all relevant details are recorded in the 'hut book'	<input type="checkbox"/>
		- Carry tents in case hut is full	<input type="checkbox"/>
		- Ensure no permanent camp sites are created and no stores of equipment left on the land	<input type="checkbox"/>
Conflict between different activities and visitors	- Co-ordinate visits with other concessionaires (where possible)	<input type="checkbox"/>	
Noise invasion of people's quiet enjoyment of the area e.g. loud noises.	- Educate staff and clients on the need for respect for other visitors and their right to quiet enjoyment of the area	<input checked="" type="checkbox"/>	
Damage or impingement on other existing public use facilities	- Educate staff and clients to respect public facilities	<input checked="" type="checkbox"/>	

Cultural values	Offensive to Tangata Whenua or members of the public generally. Incorrect stories/history about the site	- Consult with Iwi over any proposal for cultural interpretation	<input checked="" type="checkbox"/>
		- Ensure any cultural interpretation is consistent with Iwi values	<input checked="" type="checkbox"/>
		- Educate clients to respect cultural values or traditions	<input checked="" type="checkbox"/>
Historic values	Damage to historic sites or objects, including Wahi Tapu e.g., disturbance of the ground	- Educate staff, and clients on the sensitivities of the area and advise them of low impact tramping/riding etc. techniques	<input checked="" type="checkbox"/>
		- Limit approach distance and stay on existing paths	<input checked="" type="checkbox"/>
Rubbish and waste	Rubbish, toilet waste or debris left on public conservation land	- Follow the ' Leave no Trace ' and ' Visit the Kiwi way ' principles	<input checked="" type="checkbox"/>
		- Do not bury any toilet waste within 50 metres of a water source	<input type="checkbox"/>
		- Designate someone in the party as a 'Tail-End Charlie' to ensure no rubbish or debris is dropped/left behind	<input checked="" type="checkbox"/>
		- Provide rubbish bags, proper waste containers and removal procedures and ensure these are not accessible to wildlife or able to be blown away	<input checked="" type="checkbox"/>
Fires	Wildfires	- Ensure no open fires	<input type="checkbox"/>
Private / leased land	Entering private land or public conservation land leased by DOC, without consent	- Ensure permission is obtained from the land owner if required	<input type="checkbox"/>
Positive effects	Allow members of the public to experience public conservation land in a safe manner and in areas they may not be capable of experiencing on their own	- N/A	<input checked="" type="checkbox"/>

L. 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	Excel	Spreadsheet of all NZTM GPS locations and activities using the table format set out in section D
<u>Correct example ✓</u> K	Effects assessment	Word	List of additional potential effects (e.g. due to unusual activity) and proposed methods to avoid, remedy or mitigate the effect.
<u>Incorrect example X</u> <u>Table</u>	Doc1	Word	Table
I	Maps C and D	PDF	Visual depiction of guided tour on Section 10

M. Checklist

Application checklist	Tick
I have completed all sections of this 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 application form and any attached additional forms is, to the best of my knowledge true and correct.	<input checked="" type="checkbox"/>
I have supplied maps to accompany my NZTM GPS locations listed in section 'I. Locations' (maps are <i>not</i> required if you have used the official track name).	<input checked="" type="checkbox"/>
I have appropriately labelled all attachments and completed section 'L. Attachments' to match.	<input checked="" type="checkbox"/>

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

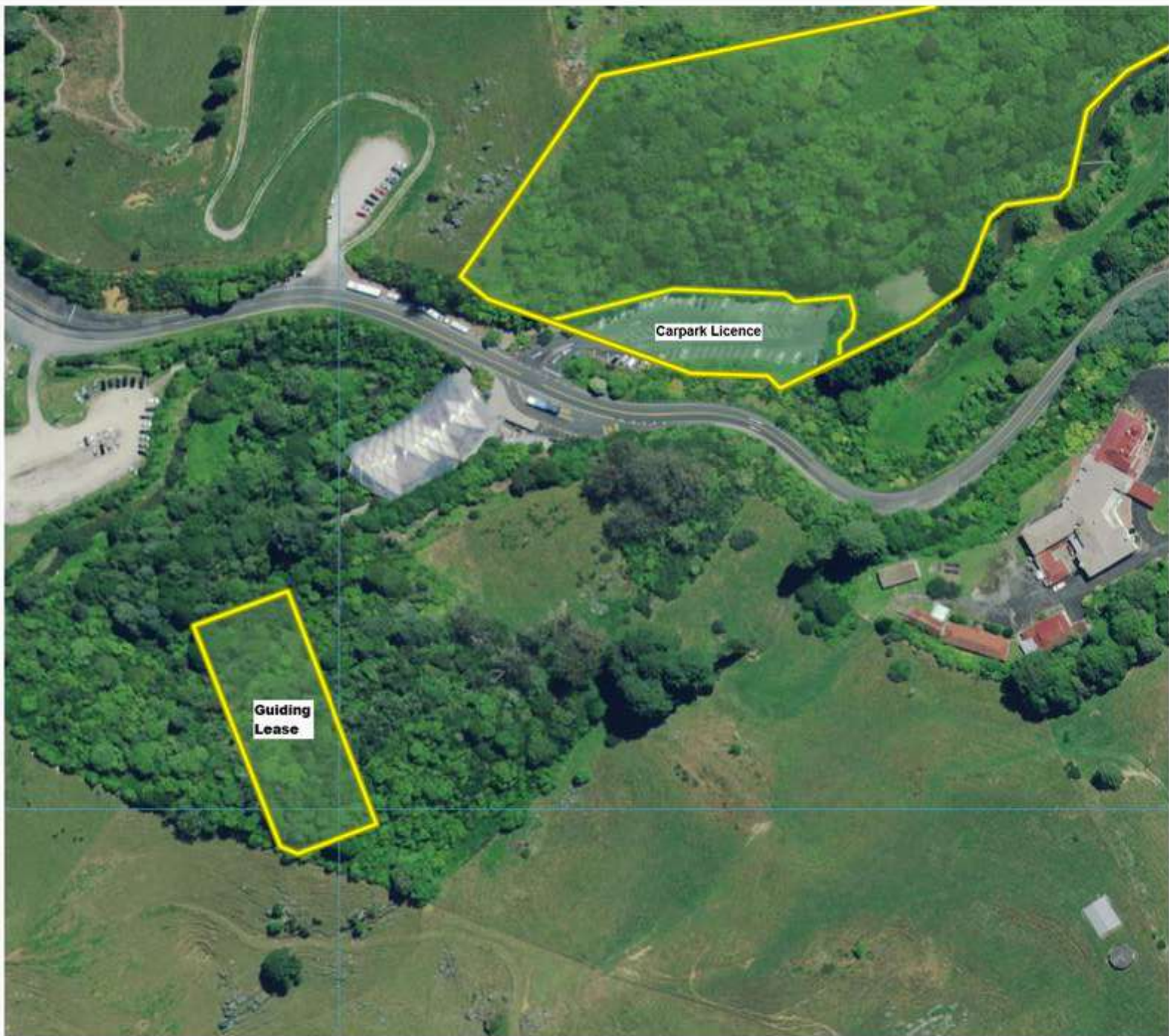
Have you held an account with the Department of Conservation before?	Tick
No	<input type="checkbox"/>
Yes	<input type="checkbox"/>
If "yes", under what name:	

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to these 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"/>

Applicant Name/s (of authorised person/s)	Ruapuha Uekaha Hapu Trust	Date	22 February 2026
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For Departmental use			
Credit check completed			
Comments:			
Signed		Name	
Approved (Tier 4 manager or above)		Name	



Permission Number: 125649-GUI
Holder Name: Ruapuha Uekaha Hapu Trust
Location ID(s): 23274,2085

Permission locations (Location IDs listed above) are highlighted in yellow on the map

Legend
■ Public Conservation Land



This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation



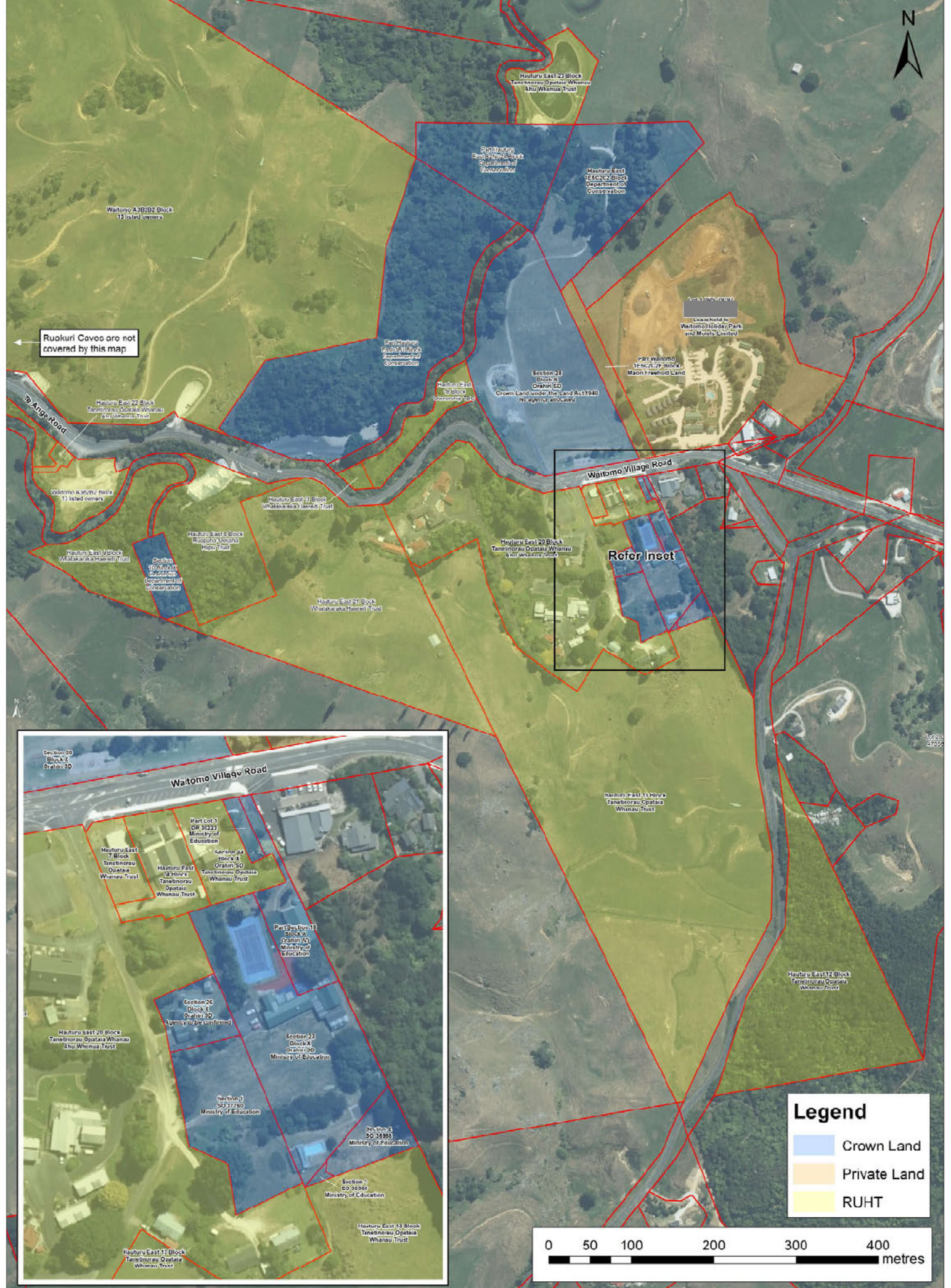
New Zealand Government

0.113 Kilometres

SCALE 1: 2,257 @A4

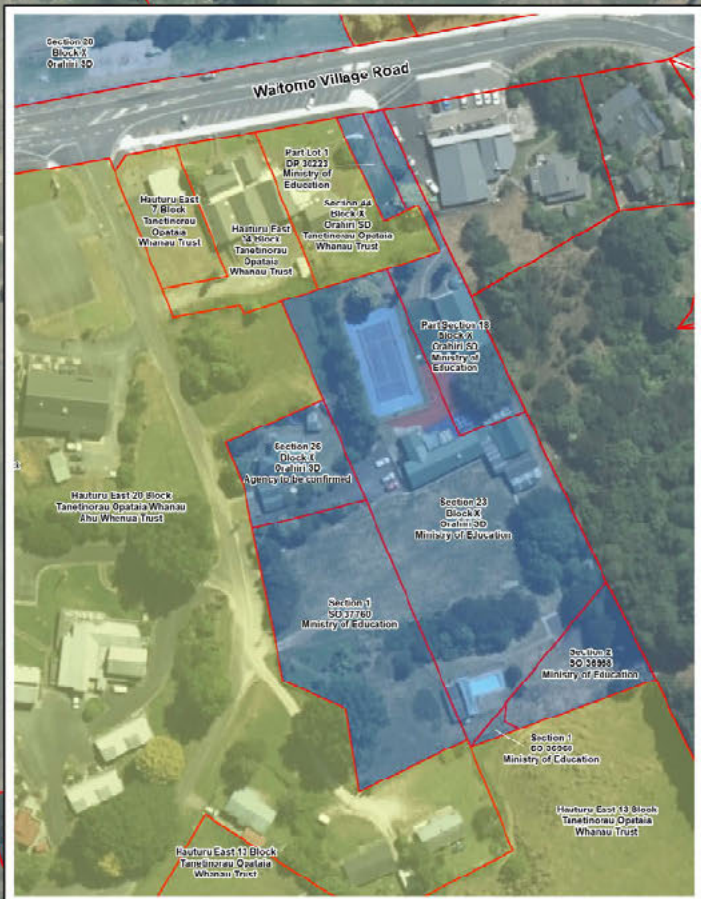
Projection: NZGD_2000_New_Zealand_Transverse_Mercator

Date Printed: 6 May 2026



Ruakuri Caves are not covered by this map

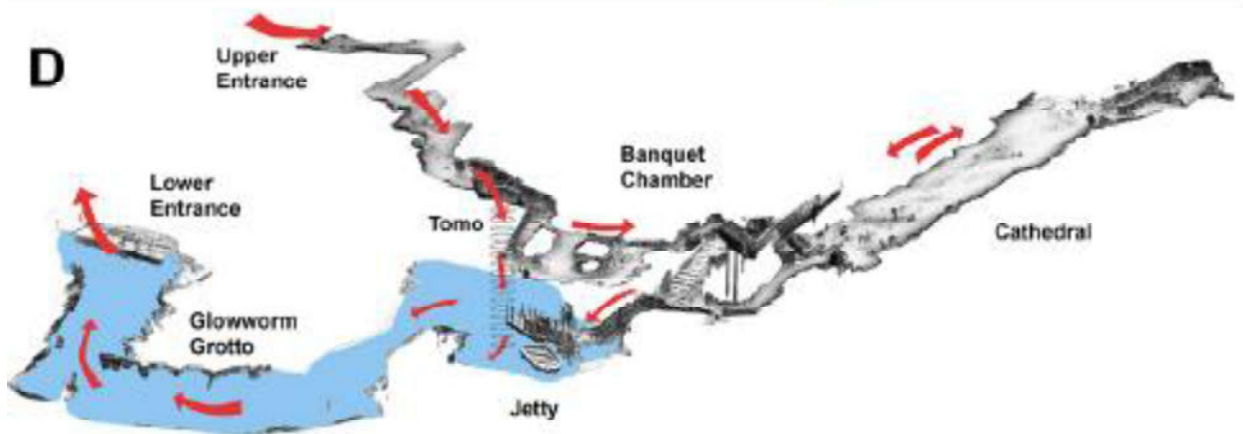
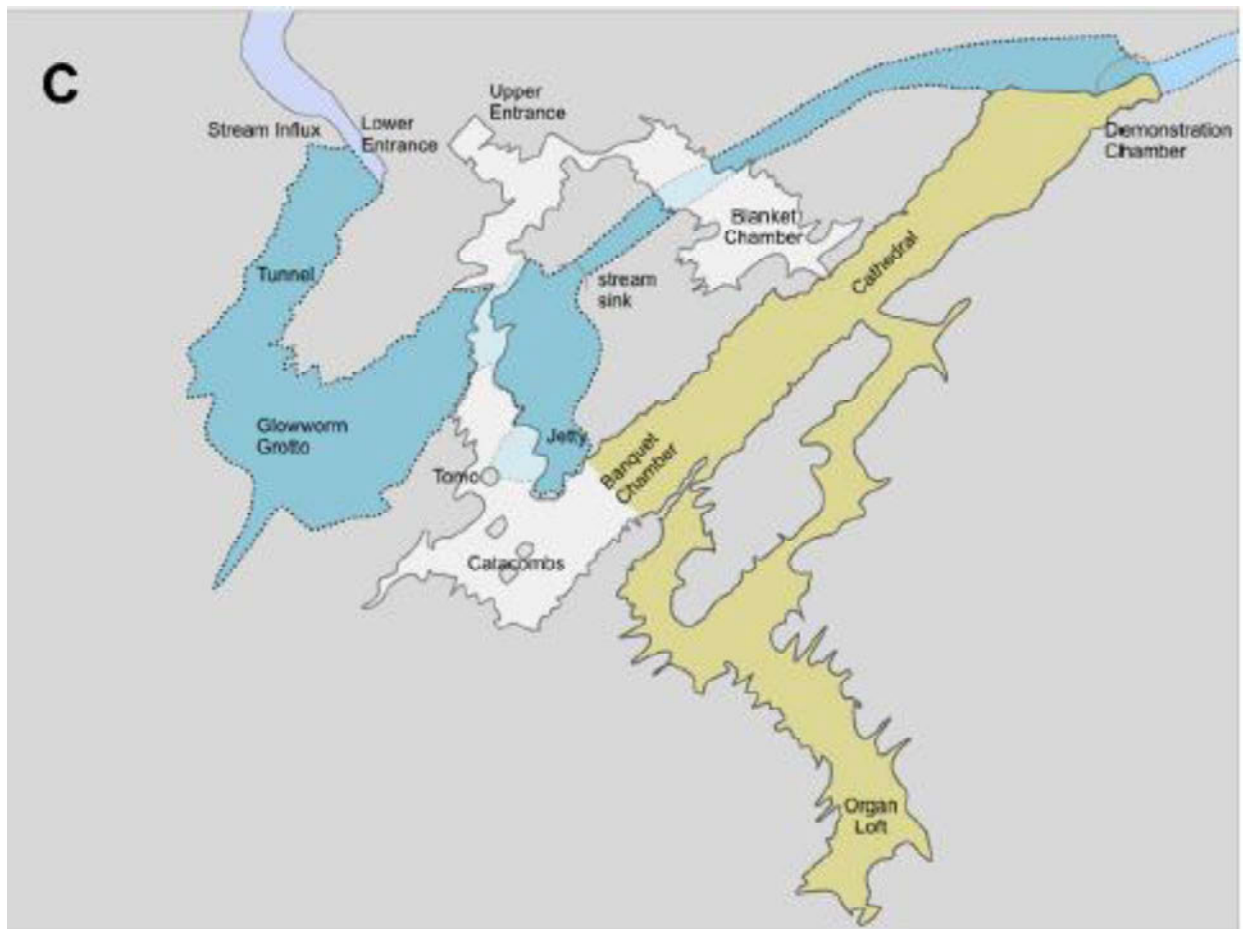
Refer Inset



Legend

- Crown Land
- Private Land
- RUHT





ORDER VARYING THE TERMS OF TRUST

Te Ture Whenua Māori Act 1993, Section 244

In the Māori Land Court
of New Zealand
Waikato Maniapoto District

IN THE MATTER of the land known as Hauturu
East 8 block

AND

IN THE MATTER of the Ruapuha-Uekaha Hapu
Trust

AT a sitting of the Court held at Hamilton on 20 July 2016 before Stephanie Te Aomarama Milroy, Judge

WHEREAS on 2 October 1990 the Court did vest the said block in trustees pursuant to section 239 of Te Ture Whenua Māori Act 1993 AND did declare the trusts upon which the said trustees shall hold the said block

AND WHEREAS on 1 December 1998 the Court did vary the terms of the trust

AND WHEREAS application has been filed by the trustees of the Ruapuha-Uekaha Hapu Trust to review the trust order

NOW THEREFORE the Court pursuant to section 244 of Te Ture Whenua Māori Act 1993 HEREBY VARIES the terms of the trust made on 1 December 1998 by making a new trust order in substitution for the existing order to the effect that the said trustees shall now and henceforth hold the said block until further or other order of the Court as set out in the attached terms

AS WITNESS the hand of the Judge and the Seal of the Court



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BACKGROUND

- A. Ruapuha and Uekaha are hapu of Ngati Maniapoto with mana whenua over the Waitomo Caves.
- B. Between 1889 and 1906 Tanetiorau Opataia provided guided tours and accommodation for tourists at Waitomo Caves.
- C. By 1907 the Crown wanted to purchase the Waitomo Caves which were located on Hauturu East 1A6 and Hauturu East 3B1 which had been awarded to Ruapuha and Uekaha by the Native Land Court.
- D. Ruapuha and Uekaha refused to sell so in 1906 and 1911 the Crown issued proclamations under the Public Works Act 1905 and the Scenery Preservation Act 1905 to compulsorily acquire Hauturu East 1A6 for "scenic purposes" and Hauturu East 3B1 for "scenery preservation purposes."
- E. Between 1911 and 1990 Hauturu East 1A6 and Hauturu East 3B1 were scenic reserves successively administered by the Scenery Preservation Commission, Department of Tourist and Health, and the Tourist Hotel Corporation.
- F. During this 80 year period the government operated a commercial guiding business on Hauturu East 1A6 and Hauturu East 3B1.
- G. By 1987 the government had decided to sell Tourism Hotel Corporation including its assets at Waitomo Caves.
- H. In early 1988 Josephine Anderson filed a claim for and on behalf of Ruapuha concerning lands at Waitomo that was registered by the Waitangi Tribunal as Wai 51. In mid-1989 the claim was amended to include Uekaha and other lands at Waitomo.
- I. The Wai 51 claimants and the Crown undertook mediation pursuant to Schedule 2 of the Treaty of Waitangi Act 1975. There were hui at Tokikapu Marae in September 1989 and April 1990.
- J. In June 1990 Ruapuha and Uekaha and the Crown entered into an agreement in principle for the settlement of Wai 51 to be implemented by a committee comprising claimant representatives and government officials.
- K. The Wai 51 settlement included the return of Hauturu East 1A6 and Hauturu East 3B1 to Ruapuha and Uekaha subject to a 32 year licence to Tourism Hotel Corporation. The Crown also agreed to provide the hapu with an interest bearing \$1 million advance on licence fees.
- L. In July 1990 Josephine Anderson filed an application under s 438 of the Māori Affairs Act 1953 to establish the Ruapuha Uekaha Hapu Trust as part of the Wai 51 settlement.
- M. In September 1990 the Minister of Lands made applications to the Māori Land Court to implement the Wai 51 settlement. These applications were heard by Judge Carter in Te Kuiti in early October 1990.
- N. The Māori Land Court made an order amalgamating Hauturu East 1A6 and Hauturu East 3B1 to form Hauturu East 8 and then vested Hauturu East 8 in the 22 owners at the time the land was compulsorily acquired by the Crown in 1906 and 1911.
- O. The Māori Land Court then made an order vesting Hauturu East 8 in the Ruapuha Uekaha Hapu Trust and defined the beneficiaries as being all the descendants of the 22 owners.
- P. The government sold the assets of Tourism Hotel Corporation, including the 32 year licence over Hauturu East 8, to South Pacific Hotels Corporation.



- Q. By 2002 the Ruapuha Uekaha Hapu Trust had fully repaid the \$1 million advance from the Crown which was part of the Wai 51 settlement.
- R. The licence was acquired by Tourism Holdings Limited. In 2008 the Ruapuha Uekaha Hapu Trust, the Department of Conservation and Tourism Holdings Limited agreed to replace the licence with a lease over Hauturu East 8 which expires in 2027.
- S. Between 2003 and 2015 the Ruapuha Uekaha Hapu Trust was subject to applications for a review of trust under Part 12 of Te Ture Whenua Māori Act 1993. These applications led to reserved decisions of the Māori Land Court in 2008 and 2015 and a judgment of the Māori Appellate Court in 2010.
- T. The Māori Appellate Court held that the class of beneficiary for the Ruapuha Uekaha Hapu Trust were all the descendants of the 22 owners and that the beneficial owners of Hauturu East 8 only held a reversionary interest.
- U. In its final decision the Māori Land Court determined that the Ruapuha Uekaha Hapu Trust was a comprehensive trust with full powers and discretions to administer Hauturu East 8 in the interests of the beneficiaries. The Māori Land Court directed the Ruapuha Uekaha Hapu Trust to consult with the beneficiaries on the development of a new trust order based on a vision statement and strategic plan presented to the beneficiaries at hui in April 2013 and August 2014 at Te Tokanganui-a-Noho Marae.
- V. The Ruapuha Uekaha Hapu Trust consulted with the beneficiaries at hui in October and November 2015. The new trust order was approved by the beneficiaries at a general meeting at Te Kauae Marae in May 2016.
- W. The Māori Land Court approved this trust order at a hearing in Hamilton on July 2016.

A handwritten signature in black ink, appearing to read 'M. King', is located in the lower right quadrant of the page.

PART I – PRELIMINARY**DEFINITIONS AND INTERPRETATION**

1. **Definition:** In this Order, unless the context otherwise requires:

Alienation	has the same meaning as in section 4 of the Act.
Act	means Te Ture Whenua Māori Act 1993.
Annual General Meeting	means a meeting of the Beneficiaries called in accordance with clause 37.
Balance Date	means 31 March or such other balance date as the Trustees may fix from time to time.
Beneficiaries	means all the descendants of the owners in whom the land was vested by order of the Court at Te Kuiti pursuant to s 436 of the Māori Affairs Act 1953 on 2 October 1990.
Block	means the Māori freehold land known as Hauturu East 8 as described in CFR 329275.
Code of Conduct	means the code of conduct adopted by the Trustees in accordance with clause 73.
Court	means, as applicable, the Māori Land Court or the Māori Appellate Court.
Financial Product	has the same meaning as in section 7 of the Financial Markets Conduct Act 2013.
Financial Year	means the period commencing on the day following the Balance Date in each calendar year and ending on the Balance Date in the following calendar year.
Forestry Right	has the same meaning as in section 2 of the Forestry Rights Registration Act 1983.
General Meeting	means an Annual General Meeting or a Special Meeting of the Beneficiaries.
Investment Land	means any land that has been acquired by the Trust and retained as investment and for the avoidance of doubt does not include Trust Land.
Lease	means the deed of lease between the RUHT and Department of Conservation as lessors, Waitomo Caves Limited as lessee, and Tourism Holdings Limited as guarantor for the Waitomo Caves and dated 28 October 2008.
Objects	means the objects of the Trust set out in clause 6.
Office	means the office of the Trust as from time to time determined by the Trustees.
Order	means this order and any schedules as may be amended from time to time.
Register	means the register of Beneficiaries maintained by the Trustees.
Remuneration Committee	means the committee established pursuant to clause 78.
Special Meeting	means a meeting of Beneficiaries called in accordance with

 3

clause 39.

Trust	means the Trust known as the Ruapuha Uehaka Hapu Trust and subject to the terms of trust set out in this Order.
Trust Assets	means Investment Land, money, property and other assets from time to time vested in or held by the Trustees on behalf of the Trust and for the avoidance of doubt excludes the Trust Land.
Trust Land	means the Block, the other land listed in Schedule 1, and any other land that has been acquired out of Trust Revenue that forms part of, and follows the destination of, the corpus of the Trust pursuant to a court order under section 243 of the Act.
Trust Revenue	means the revenue derived from the operations of the Trust Land and/or the Trust Assets.
Trustees	means the Responsible Trustees of the Trust appointed by the Court from time to time in accordance with the Act and this Order.
Wai 51 Settlement	means the settlement dated 14 June 1990 between the hapu of Ruapuha and Uekaha and the Crown under the Treaty of Waitangi Act 1975 in relation to Hauturu East 8.
Waitomo Glowworm Caves	means the core caves area comprising Hauturu East 8 and the Crown land known as Section 10 Block X Orahiri SD.
Whānau Trusts	means the Tanetinorau Opataia Whānau Trust, Te Riutoto Aihe Whānau Trust, Te Aroa Haami Haereiti Whānau Trust, and Whatakaraka Whānau Trust.
Working Day	means any day other than a Saturday, a Sunday or a statutory public holiday in the Waitomo district.

2. **Interpretation:** In the interpretation of this Order, unless the context otherwise requires:

- 2.1 capitalised terms with an initial capital letter have the meaning set out in clause 1;
- 2.2 references to persons include individuals, partnerships, firms, associations, corporations and unincorporated bodies of persons, government or semi-governmental or local body or municipal bodies, and agencies whether having separate legal personality or not;
- 2.3 the singular includes the plural, and vice versa;
- 2.4 a gender includes all other genders;
- 2.5 any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 2.6 headings have been inserted for guidance only and do not affect interpretation;
- 2.7 every right, power and remedy of a party remains unrestricted and may be exercised without prejudice to each other at any time;
- 2.8 references to a statute (or a provision of any statute) shall be deemed to be a reference to that statute (or that provision) as amended, re-enacted or substituted; and
- 2.9 references to clauses and schedules are to clauses in or schedules to this Order.



PART II – TITLE, OBJECTS AND POWERS

GENERAL

Trustee Acknowledgement

3. The Trustees acknowledge that they have consented to their appointment as Trustees, have agreed to act as Trustees for the Beneficiaries, and will hold the Trust Land and Trust Assets on trust in accordance with the terms of this Order and the provisions of the Act.

Benefit of Order

4. The Trust has been established for the benefit of the Beneficiaries.
5. The Beneficiaries are entitled to the benefit of, and are bound by, the terms of this Order.

Objects

6. The Objects of the Trust shall be to:
 - 6.1 preserve and protect the Wai 51 Settlement;
 - 6.2 conclude and carry on any agreements or arrangements that form part of or arise out of the Wai 51 Settlement;
 - 6.3 ensure the retention of the Block for the Beneficiaries;
 - 6.4 provide for the use, management, alienation and commercialisation of Trust Land for the benefit of the Beneficiaries;
 - 6.5 preserve and protect sites of cultural, spiritual and historical significance on Trust Land;
 - 6.6 promote research and understanding of the history and traditions of the Block and the beneficiaries and of the natural features and limestone caves on the Block;
 - 6.7 protect and enhance the physical and natural environment on the Block and the associated catchment;
 - 6.8 establish, manage and develop businesses on Trust Land including but not limited to tourism and associated activities;
 - 6.9 establish, maintain and develop facilities on Trust Land for the benefit of the Beneficiaries;
 - 6.10 acquire, manage, develop, diversify, commercialise and dispose of the Trust Assets;
 - 6.11 acquire, form, operate and invest in commercial entities and enterprises either alone or with other persons;
 - 6.12 acquire, manage, undertake, develop and invest in new business ventures either alone or with other persons that may be unrelated to the Trust Land or Trust Assets;
 - 6.13 represent the Beneficiaries on all matters relating to the Wai 51 Settlement, the Trust and the Trust Land;
 - 6.14 make provision for any special needs of the Beneficiaries and their descendants;
 - 6.15 promote the cultural, social, economic, vocational and educational advancement of the Beneficiaries and their descendants;



- 6.16 do any act or thing incidental or conducive to the achievement of any of the above Objects.

GENERAL POWERS

7. Subject only to any express limitation in this Order, the Trustees shall have all such powers and authorities as may be necessary for the effective management of the Trust and the achievement of the Objects, and are empowered to do all or any things which they would be entitled to do if they were the absolute Beneficiaries of the Trust Land and Trust Assets, provided that the Trustees shall not have the power to alienate Trust Land by sale or gift.

SPECIFIC POWERS

8. Without limiting the general powers conferred on the Trustees under clause 7, but by way of emphasis and clarification, as well as to extend their powers, the Trustees shall have the following specific powers, which the Trustees shall exercise as they in their sole discretion consider appropriate:

8.1 To Alienate Trust Land:

- (a) To grant any lease, licence, profit or Forestry Right over the whole or any part or parts of the Trust Land.
- (b) To agree to the renewal, variation, transfer, assignment or mortgage of any lease, licence, profit or Forestry Right.
- (c) To alienate Trust Land in accordance with Part 7 and Part 8 of the Act.

8.2 To Acquire Land:

- (a) To acquire any land or interest in land whether by way of lease, purchase or otherwise.
- (b) To apply to the Court for an order under section 243 of the Act.

8.3 To Improve Trust Land:

- (a) To develop, improve and maintain Trust Land.
- (b) To erect, maintain and extend buildings and other structures including but not limited to a visitor centre and associated facilities at the Waitomo Caves.

8.4 To Promote Title Reconstruction and Improvement:

- (a) To partition, subdivide, amalgamate, aggregate or exchange Trust Land for the purpose of facilitating the operation of the Trust or the improvement of title to Trust Land.
- (b) To consent to the creation of easements and easements in gross and the laying out of rights of way and roadways over Trust Land.
- (c) To apply to the Court for orders under Part 14 of the Act.

8.5 To Carry on Business:

- (a) To establish, manage and develop tourism, horticultural, agricultural, forestry and other businesses.
- (b) To operate businesses either alone or with other persons.



8.6 To Protect Wāhi Tapu:

- (a) To preserve and protect any sites on Trust Land that are of cultural, spiritual and historical significance to the Beneficiaries and any associated hapu or iwi.

8.7 To Promote Research:

- (a) To promote research and understanding of the history and traditions of the block and the beneficiaries and of the natural features and limestone caves on the Block.
- (b) To fund any related research projects or studies.
- (c) To sponsor or contribute to any related conferences or seminars.

8.8 To Protect Environment

- (a) To protect and enhance the physical and natural environment of the Waitomo Caves and the associated catchment.
- (b) To fund any related protection or enhancement works.
- (c) To monitor the physical and natural environment on the Block and the associated catchment.
- (d) To acquire land for catchment purposes or environmental purposes.

8.9 To Set Apart Māori Reservations

- (a) To apply to the Court under Part 17 of the Act for recommendations to set apart Māori reservations on Trust Land for the common use and benefit of the Beneficiaries and their descendants and any Hapū associated with Trust Land.
- (b) To administer any Māori reservation in accordance with Part 17 of the Act.
- (c) To act as trustees of any Māori reservation.

8.10 To Retain Profits:

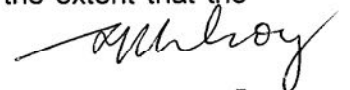
- (a) To set aside any portion of the profits from Trust Revenue for contingencies, capital expenditure, commercial expansion and investment.

8.11 To Borrow:

- (a) To borrow monies or raise or incur debt.
- (b) To give a mortgage, charge, security, guarantee or other encumbrance over Trust Assets as security for the repayment of any such borrowing or debt, whether or not the part or parts of the Trust Assets over which the security is given benefits from such borrowing or debt.

8.12 To Invest or Lend:

- (a) To lend or invest the whole or part of Trust Revenue in accordance with Part 2 of the Trustee Act 1956.
- (b) To vary such loans and investments from time to time.
- (c) To acquire, retain and deal with any property which from time to time comprises the whole or part of the Trust Assets, and to the extent that the



exercise of this power and discretion would be, or could be, contrary to Part 2 of the Trustee Act 1956, then this clause expresses a contrary intention for the purposes of section 13D of the Trustee Act 1956, albeit that the Trustees must invest in good faith in what the Trustees believe to be in the best interests of the Beneficiaries.

- (d) To manage investments, enter into transactions such as swaps, options, futures contracts, stock lending, sale and re-purchase transactions and other transactions.
 - (e) To appoint any person as manager to invest and manage all or any property comprising the Trust Assets with the power to invest, liquidate, re-invest or switch any such assets.
 - (f) To carry out, undertake and do all things necessary to promote the effective use and efficient administration of Trust Assets.
- 8.13 To Deal with Plant and Equipment:**
- (a) To acquire, sell, hire or otherwise deal in any vehicles, plant, chattels and equipment.
- 8.14 To Join with Others:**
- (a) To join with any person, group, body or organisation under such arrangement or agreement as the Trustees consider appropriate.
 - (b) To carry on, either alone or in partnership, with any person or persons any business the Trustees consider appropriate.
 - (c) To use Trust Land and Trust Assets in any such businesses.
- 8.15 To Operate Limited Liability Companies or Entities:**
- (a) To establish and operate one or more limited liability companies or legal entities, whether or not wholly-owned by the Trustees.
 - (b) To transfer all or any part of the Trust Assets to any such company or legal entity, whether by way of subscription, loan or otherwise.
- 8.16 To Acquire Financial Products:**
- (a) To purchase or otherwise acquire and hold Financial Products.
 - (b) To sell or otherwise dispose of any Financial Products.
 - (c) To hold office as a director or an equivalent office in relation to a person whose Financial Products are held by the Trustees on behalf of the Trust.
 - (d) To lend to any limited liability companies or bodies corporate, whether or not wholly owned by the Trustees, and provide a guarantee, guarantee and indemnity and/or a security over all or any of part of the Trust Assets, to any third party lender or counterparty in respect of the performance of obligations by any such company or body corporate.
- 8.17 To Employ:**
- (a) To employ, engage and dismiss any employee, advisor, agent, consultant, contractor, or professional advisor.
 - (b) To fix the remuneration of any such employee, advisor, agent, consultant contractor, or professional advisor.



8.18 To Deal with Trust Assets:

- (a) To purchase, sell, exchange, lease, manage, mortgage, grant security over or otherwise deal with Trust Assets.

8.19 To Make Grants and Distributions:

- (a) To make grants and distributions to the Beneficiaries for their cultural, social, physical, economic, vocational and educational advancement.
- (b) To make grants for Māori community purposes in accordance with section 218 of the Act.
- (c) To make grants to the Whānau Trusts.
- (d) To determine from time to time the amount and policy for making any such grants and distributions.

8.20 To Pay Costs and Reimburse Trustees:

- (a) To pay and reimburse Trustees for fees, costs, expenses and disbursements incurred by the Trustees in the administration of the Trust or the achievement of the Objects.
- (b) To pay such payments and reimbursements to Trustees in accordance with clauses 78 to 83.

8.21 To Represent the Beneficiaries:

- (a) To represent the Beneficiaries in any proceedings in any court, tribunal, inquiry, arbitration, local authority, select committee or any other forum in relation to any matter that affects or is likely to affect the Trust.
- (b) To commence or defend any proceedings or claims that concern the Wai 51 Settlement or related matters.

8.22 To Delegate:

- (a) To delegate any powers of the Trustees to any one of, or a committee of, the Trustees.
- (b) To delegate the management of Trust administration, operations and businesses to executive staff.
- (c) To determine the terms and conditions of any such delegation.

8.23 To Insure:

- (a) To insure all or any part of the Trust Land and Trust Assets against appropriate levels of risk.
- (b) To take out insurance policies on terms and conditions that the Trustees in their sole discretion consider appropriate.

8.24 To acquire Lease of the Waitomo Glowworm Caves:

- (a) To negotiate for the acquisition of the Lease.
- (b) To acquire the Lease whether by assignment, transfer or otherwise.
- (c) To borrow monies or raise or incur debt to acquire the Lease.



- (d) To give a mortgage, charge, security, guarantee or other encumbrance over Trust Land and the Trust Assets as the security of any borrowing or debt for the acquisition of the Lease.

8.25 To take over existing obligations for Wai 51 settlement

- (a) To assume all the rights, duties, powers and obligations held by the claimants under the Wai 51 settlement and to assume and to have all the rights, duties, powers and obligations that may have accrued to the claimants out of the Wai 51 settlement.

Exercise of Powers through Entities

- 9. Any of the powers referred to in clause 8 may, where applicable, be exercised by the Trustees in their capacity as Trustees of the Trust or in their capacity as a director or other representative of an entity or enterprise owned wholly or partly by the Trust.

Exercise of Investment Powers

- 10. In exercising their powers of investment under clause 8, the Trustees:
 - 10.1 may act as a director of, or hold an equivalent office in, any entity or enterprise in which the Trustees have an interest and may be paid directors' fees or other remuneration;
 - 10.2 will be entitled to leave all the running of any entity or enterprise the Trustees have an interest in to the directors or equivalent office holders of the entity or enterprise, unless the Trustees actually know any such person has acted dishonestly or has misappropriated money as a director;
 - 10.3 are not required to:
 - (a) diversify investments or maintain a balanced investment strategy;
 - (b) insist on payment of dividends or distributions from any entity or enterprise they have an interest in; and
 - (c) will not be liable for any loss caused by carrying on any business.

Major Transactions to be approved by Beneficiaries

- 11. The Trustees must not enter into a Major Transaction unless that transaction is approved by a majority of the Beneficiaries present and voting at a General Meeting.
- 12. For the purposes of this clause, a "Major Transaction" is any transaction:
 - 12.1 involving the acquisition or disposal, or an agreement to acquire or dispose of, whether contingent or not, assets the value of which is more than fifty (50) percent of the value of the Trust Land and the Trust Assets before the acquisition or disposal;
 - 12.2 that has or is likely to have the effect of the Trustees, in their capacity as Trustees of the Trust, acquiring rights or interests, or incurring obligations or liabilities (including contingent liabilities), the value of which is more than fifty (50) percent of the value of the Trust Land and the Trust Assets before the transaction; and
- 13. For the avoidance of doubt, the giving of a guarantee, guarantee and indemnity, mortgage, charge, security, or other encumbrance under clauses 8.11 and 8.24 as security for the repayment of any borrowing do not constitute a Major Transaction.



PART III – DUTIES AND OBLIGATIONS OF TRUSTEES

SPECIFIC DUTIES

14. The Trustees shall have the following specific duties:
- 14.1 To confirm, record and note any alienations in accordance with Part 7 and Part 8 of the Act.
 - 14.2 To keep and maintain a Register of Beneficiaries in accordance with clauses 15 to 23.
 - 14.3 To keep records and prepare accounts and reports in accordance with clauses 24 to 32.
 - 14.4 To keep minutes in accordance with clauses 33 and 34.

REGISTER OF BENEFICIARIES

Trustees to Keep and Maintain Register

15. The Trustees must keep and maintain a Register of the Beneficiaries as accurate and current as can reasonably be expected in the circumstances.
16. The Register shall record the following information concerning Beneficiaries, being "Personal Information":
- 16.1 the name, gender and postal address of each Beneficiary;
 - 16.2 the email address and contact phone numbers of the Beneficiary if provided to the Trust;
 - 16.3 the name of any trustee and beneficiary of a kaitiaki trust constituted under s 217 of the Act;
 - 16.4 such other information as the Trustees may from time to time deem appropriate or necessary.

Purpose of Collection of Personal Information

17. The Personal Information collected by the Trustees will be collected to:
- 17.1 maintain the Register and facilitate communication between the Trustees and the Beneficiaries.

Use and Disclosure of Personal Information

18. Personal Information collected by the Trustees will not be used or disclosed for purposes outside those listed in clause 17, unless the Trustees:
- 18.1 receive prior approval from the affected Beneficiary for that non-permitted use or disclosure; or
 - 18.2 are by law required to disclose the Personal Information to any court, government or an agency of the government.

Storage, Inspection and Correction of the Register

19. The Register shall be kept at the Office.
20. The Register shall be open for inspection by the Beneficiaries to the extent determined by the Trustees from time to time.



21. The Trustees shall ensure that Personal Information collected shall be protected by reasonable security safeguards to protect it against loss, misuse and unauthorised disclosure.

Notification of Change of Details

22. If a Beneficiary gives the Trustees notice in writing of a change of any of the details recorded in the Register then the Trustees must alter, or cause to be altered, the Register accordingly.

Beneficiaries to Provide Personal Information Required by Law

23. The Beneficiaries shall if requested provide to the Trustees such Personal Information as is reasonably required by the Trustees to comply with their obligations at law.

RECORDS, ACCOUNTS, REPORTS

Financial Accounts and Records

24. The Trustees shall keep true and proper financial accounts of all sums of money received and expended by or on behalf of the Trust and the manner in respect of which such receipt and expenditure takes place and all other matters for which accounts should be properly kept.
25. The financial accounts shall be kept at the Office or at such other place or places as the Trustees think fit and shall always be open during normal working hours to inspection by any Trustee.

Annual Report

26. Following the end of each Financial Year the Trustees shall prepare an annual report on the activities of the Trust for that Financial Year.

Financial Statements

27. At the end of each Financial Year the Trustees shall cause to be prepared financial statements for the Trust for that Financial Year.

Audit of Financial Statements

28. The Trustees shall appoint an independent auditor on such terms as they think fit who shall audit the accounts and financial statements of the Trust and report to the Trustees.
29. The appointed auditor shall be a chartered accountant or a firm of chartered accountants who is a member of the New Zealand Institute of Chartered Accountants trading as Chartered Accountants Australia and New Zealand, or a member of a body for the time being approved by the Registrar of Companies as able to conduct the audits of companies, and which is suitably experienced as an auditor to be chosen by the Trustees.
30. The auditor may not be an officer or servant, or the partner of an officer or servant, of the Trustees.
31. The costs of the auditor shall be fixed by the Trustees and paid by the Trustees out of the Trust Assets or Trust Revenue.
32. Any vacancy in the office of the auditor shall be filled by the Trustees appointing a new auditor qualified for appointment in accordance with this Order.

Minutes

33. The Trustees shall keep meeting minutes for the purpose of recording:



- 33.1 the names of all the Trustees present at each meeting of the Trustees;
 - 33.2 the names of all members present at each meeting of a committee of the Trustees;
 - 33.3 all resolutions and proceedings at all meetings of the Beneficiaries, and of the Trustees, and of committees of the Trustees; and
 - 33.4 all instruments whose execution is authorised.
34. The minutes may be held and distributed in electronic form.
35. Any minutes of any meeting of the Beneficiaries or of the Trustees or of any committee of the Trustees, and purporting to be signed by the Chairperson of such meeting, or of the next succeeding meeting, shall be receivable in all courts and by any person authorised to take evidence, and may be relied on by all other persons as prima facie evidence of the matters stated in such minutes.

A handwritten signature in black ink, appearing to read 'Melroy', is written on the page.

PART IV - MEETINGS OF BENEFICIARIES

GENERAL MEETINGS

General Meetings

36. General Meetings may either be Annual General Meetings or Special Meetings.

Annual General Meetings

37. The Trustees shall call an Annual General Meeting of Beneficiaries to be held not later than fifteen (15) months after the date of the previous Annual General Meeting of Beneficiaries and not later than six (6) months after the Balance Date.

Business of the Annual General Meeting

38. The business of the Annual General Meeting shall be to:

38.1 receive and consider the financial statements of the Trust;

38.2 elect the persons to fill vacancies in the body of the Trustees;

38.3 approve or adjust the recommended remuneration level submitted by the Remuneration Committee in accordance with clause 79.2; and

38.4 consider and if thought fit dispose of such other matters as may properly be brought before the Annual General Meeting.

Special Meetings

39. A Special Meeting of Beneficiaries:

39.1 shall be called promptly at the direction of the Court; or

39.2 may be called by the Trustees at any time.

Date of Special Meeting

40. The Trustees shall fix a date for a Special Meeting within three (3) months of the Trustees calling the Special Meeting or receiving any direction from the Court.

Time and Place of General Meetings:

41. Each General Meeting of Beneficiaries shall be held at such time and place as the Trustees determine having regard to convenience of the Beneficiaries.

NOTICE OF GENERAL MEETINGS

Method of Notice

42. The notice of the date, time and place of a General Meeting shall be sent to Beneficiaries entitled to receive notice of a General Meeting by post and/or electronic means and to every Trustee not less than ten (10) Working days before the General Meeting.

43. The notice calling any General Meeting must state the nature of the business to be transacted at the General Meeting in sufficient detail to enable a Beneficiary to form a reasoned judgment in relation to it.



Register Conclusive

44. The Beneficiaries entitled to receive a notice of a General Meeting shall be those Beneficiaries registered in the Register at the close of business on the day immediately preceding the day on which the notice is given.

Other Notice

45. Notice of a General Meeting may also be given in any one or more of the following ways:
- 45.1 in a daily newspaper circulating in the district where the Trust Land is situated;
 - 45.2 by broadcasting over the local iwi radio station.

Omission of Notice

46. The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a meeting by, any Beneficiary shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

47. No business shall be transacted at any General Meeting unless a quorum of Beneficiaries is present at the time when the General Meeting proceeds to business.
48. The quorum for a General Meeting shall be twenty (20) Beneficiaries present in person.
49. If within 30 minutes from the time appointed for the meeting a quorum is not present, the General Meeting shall stand adjourned to the same day in the following week at the same time and place, or to such other day and at such other time and place as the Trustees may determine, and if at the adjourned General Meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Beneficiaries who are present at the General Meeting shall constitute a quorum.

Chairperson

50. The Chairperson of the Trustees, if any, must, if present, preside as Chairperson of every General Meeting.
51. If no Chairperson of the Trustees has been elected, or if at any General Meeting the Chairperson of the Trustees is not present within fifteen (15) minutes of the time appointed for the commencement of the General Meeting, the Beneficiaries present may choose one of their members to be Chairperson of the General Meeting.

Powers to Adjourn General Meetings

52. The Chairperson of any General Meeting at which a quorum is present may at his or her sole discretion, and shall if so directed by a majority of the Beneficiaries present at the General Meeting, adjourn the General Meeting from time to time and from place to place.
53. No business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.
54. When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned General Meeting shall be given as in the case of an original General Meeting, but otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.



Powers to Dissolve Meetings

55. If any General Meeting shall become so unruly, disorderly or inordinately protracted that in the opinion of the Chairperson the business of the General Meeting cannot be conducted in a proper and orderly manner, the Chairperson, with or without the consent of the majority of the Beneficiaries present at the General Meeting, may in his or her sole and absolute discretion and without giving any reason either adjourn or dissolve the General Meeting.
56. If the Chairperson is contemplating dissolving any General Meeting pursuant to clause 55 the Chairperson may direct that any item of business which remains outstanding at the General Meeting and which in his or her opinion requires to be voted upon at that General Meeting be put to the vote without further discussion prior to dissolving the General Meeting.

VOTING AT GENERAL MEETINGS

Entitlement to Vote

57. Each Beneficiary of eighteen (18) years or above and of capacity present in person at a General Meeting shall be entitled to vote on any resolution considered by the Beneficiaries at that General Meeting.

Voting

58. On any resolution submitted to a vote at a General Meeting the Trustees may direct that the Beneficiaries vote by any one or more of the following ways:
- 58.1 show of hands;
 - 58.2 secret ballot;
 - 58.3 postal vote;
 - 58.4 electronic means.
59. On any resolution submitted to a vote the resolution shall be deemed to be carried if a majority of the Beneficiaries vote in favour of the resolution.

MINUTES

Minute Book

60. In accordance with clause 33, the proceedings of every General Meeting shall be recorded by way of minutes.

Chairperson Signature

61. The minutes of every General Meeting shall be signed by the Chairperson of that General Meeting as soon as possible and upon signature by the Chairperson such minutes shall be receivable as prima facie evidence of the matters stated in the minutes.

Confirmation

62. The minutes of a General Meeting shall be read and after any necessary amendment confirmed at the next General Meeting and upon confirmation and signature by the Chairperson of that succeeding General Meeting such minutes shall be receivable as conclusive evidence of the matters stated in the minutes.



PART V – TRUSTEES

REMOVAL, RETIREMENT AND APPOINTMENT OF TRUSTEES

Number of Trustees

63. There shall be a minimum of five (5) Trustees and a maximum of seven (7) Trustees.
64. If the number of Trustees falls below five (5) Trustees at any time, the remaining Trustee or Trustees will be entitled to act in connection with the Trust until the number of Trustees is increased to five (5).

Rotation of Trustees

65. One (1) Trustee shall retire at each Annual General Meeting and an election shall be held to nominate a replacement Trustee at each such Annual General Meeting.
66. The Trustee to retire by way of rotation shall be determined by the Trustees and if agreement cannot be reached then the Trustee shall be selected by lot.
67. The retiring Trustee shall be eligible for re-election.

Retirement by Notice

68. A Trustee may retire by giving written notice to the other Trustees at any time without assigning any reason. Where practicable, a retiring Trustee will give at least three (3) months written notice to the Chairperson of the Trustees.
69. The retiring Trustee shall be entitled to all fees accrued to the date upon which he or she ceases to hold office.

Duration of Office

70. A Trustee shall cease to hold office immediately upon retiring at an Annual General Meeting or by given written notice of retirement.

Release

71. When a Trustee retires or is removed from office, the Trustee is released from all obligations in relation to the Trust arising after the date his or her retirement or removal by the Court.

Process for Reduction of the Trustees or Appointment of a Replacement Trustee:

72. The Trustees shall make application to the Court for an order:
- 72.1 reducing the number of Trustees where a Trustee has died while holding office, has retired or has been removed from office by the Court; or
- 72.2 appointing a new Trustee in place of a Trustee who has died, has retired or has been removed from office by the Court.

Code of Conduct

73. Within one (1) year of the date of this Order, the Trustees shall adopt, by a resolution of the majority of the Trustees, a Code of Conduct governing the conduct of the Trustees.
74. The Trustees may from time to time amend the Code of Conduct by a resolution of the majority of the Trustees.



75. The Code of Conduct may from time to time provide for the appointment of advisory trustees under s 210 of the Act and/or cultural advisors.
76. The Code of Conduct as amended from time to time shall be binding on all Trustees.
77. If there is any discrepancy between the terms set out in the Code of Conduct and this Order, the terms of this Order shall prevail.

REMUNERATION AND EXPENSES

Remuneration Committee

78. The Trustees shall establish a Remuneration Committee, which shall:
- 78.1 have a minimum of two (2) and a maximum of three (3) members;
 - 78.2 have at least two (2) members that are Trustees, one of whom must be the Chairperson or Deputy Chairperson of the Trustees; and
 - 78.3 have at least one independent member who is a chartered accountant and has experience in the administration of Māori land under the Act or the governance of other Māori entities.
79. The responsibilities of the Remuneration Committee shall include as a minimum:
- 79.1 considering the remuneration level to be set for the trustees. In doing so the Remuneration Committee must have regard to the nature and profitability of the Trust, the number of Trustees, applicable benchmarking reports and whether the remuneration level is reasonable;
 - 79.2 to submit to the beneficiaries at a General Meeting a proposal to approve or adjust the recommended remuneration level determined by the Remuneration Committee, having regard to the matters set out in clause 79.1.

Application of remuneration

80. The remuneration shall be applied to:
- 80.1 pay Trustees a fee for their attendance at Trustee meetings or at any other meeting or business in the administration of the Trust; and
 - 80.2 pay the Chairperson an honorarium.
81. The remuneration shall be payable from Trust Revenue and may be distributed among the Trustees in such manner as the Trustees shall from time to time determine.

Increase in Trustees

82. In the event of an increase in the number of Trustees holding office, the Trustees may increase the total remuneration by such amount as is necessary to enable payment of the additional Trustee's remuneration not exceeding the average amount then being paid to each of the other Trustees other than the Chairperson.

Trustees Entitled to Expenses:

83. The Trustees shall be entitled to be paid from the Trust Revenue all reasonable costs, expenses and disbursements incurred by them in the administration of the Trust or in furtherance of any of the Objects.



MEETINGS OF TRUSTEES

Convening of Meetings

84. The Trustees may meet for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, but always in accordance with the terms of this Order and the Code of Conduct.
85. The Chairperson, or in his or her absence the deputy Chairperson (if any), may at any time summon a meeting of the Trustees including a teleconference meeting.
86. Any two Trustees may at any time require the Chairperson to summon a Trustee meeting.

Regular Meetings

87. The Trustees shall schedule their regular meetings in advance as follows:
 - 87.1 as soon as is reasonably practicable after the commencement of each calendar year, the Trustees shall decide upon the date, time and place of every meeting of the Trustees then proposed to be held during the remainder of the then current calendar year; and
 - 87.2 as soon as is reasonably practicable after the Trustees have decided upon the date, time and place of every scheduled meeting of the Trustees for any calendar year, the Chairperson or, failing him or her, any other Trustee appointed for that purpose by the Trustees shall give a notice to every Trustee setting out that information and such notice shall serve as notice of each such meeting.

Presence by Telephone

88. A Trustee may attend any meeting of the Trustees by telephone or other instantaneous audio or visual communication provided such Trustee has given notice in writing of his or her intention to do so to the other Trustees at least two (2) hours prior to the scheduled commencement time of such meeting.
89. The requirements as to such notice may be waived by the Trustees.
90. Any such Trustee:
 - 90.1 must throughout the meeting be able to hear each of the other Trustees taking part;
 - 90.2 must at the commencement of the meeting acknowledge his or her presence for the purpose of the meeting to all the other Trustees taking part;
 - 90.3 may not leave the meeting by disconnecting his or her telephone or other means of communication unless he or she has first obtained the Chairperson's express consent; and
 - 90.4 shall be conclusively presumed to have been physically present and to have formed part of the quorum at all times during the meeting unless he or she first obtained the Chairperson's express consent to leave the meeting.
91. Neither the meeting, nor any business conducted at the meeting, shall be invalidated if a Trustee leaves a meeting without the Chairperson's express consent, provided the requirements for quorum are satisfied following that Trustee's departure.

Notice of Trustee Meetings

92. Notice of every meeting of the Trustees shall be given to every Trustee either personally, electronically, or by written notice sent to the last address notified to the Trust by the Trustee for this purpose.



93. A notice convening a meeting of the Trustee shall be in writing and shall specify:
- 93.1 the date and time at which the meeting is to be held;
 - 93.2 the place at which the meeting is to be held; and
 - 93.3 in the case of a meeting which may be attended by telephone or other instantaneous audio or visual communication, the telephone number or internet address to which it is necessary to be connected for the purposes of attending the meeting by such means.

Despatch of Notices

94. Notices convening a meeting of the Trustees shall so far as the circumstances reasonably permit be despatched as follows:
- 94.1 delivered to each Trustee at his or her address; or
 - 94.2 sent by email to the Trustee's email address; or
 - 94.3 handed to the Trustee personally.

Trustee Meeting Papers

95. Any Trustee may require that papers be circulated a reasonable time before the meeting comprising:
- 95.1 an agenda of the general nature of the business to be transacted at the meeting;
 - 95.2 where practicable, details of the resolutions to be put to the meeting; and
 - 95.3 such explanatory or background papers as may be reasonably necessary to allow informed discussion at the meeting.

Notice Periods

96. The following periods of notice shall apply to the convening of meetings of the Trustees:
- 96.1 in the case of a scheduled meeting of the Trustees, where notice of that meeting has previously been given, no further notice shall be required. The minimum period of notice required in order to change the scheduled date, time or place of a scheduled meeting of the Trustees shall be three (3) clear days; and
 - 96.2 in the case of urgency where, in the opinion of the Chairperson or in his or her absence, the deputy chairperson if any, or in the absence of both, any other three (3) Trustees, a meeting of the Trustees is required on less than three (3) clear days' notice, the meeting may be convened on shorter notice.

Urgent Meetings

97. In the case of a meeting convened on short notice so far as can reasonably be achieved:
- 97.1 a copy of the notice convening the meeting shall be given to each Trustee either personally or sent by email to his or her email address prior to the holding of the meeting;
 - 97.2 the Chairperson shall endeavour to contact every Trustee personally, by telephone, or other electronic means prior to the holding of the meeting to try to ensure that every Trustee is aware that the meeting is to be held;
 - 97.3 every Trustee shall be entitled to attend the meeting telephonically or by other electronic means; and



- 97.4 except with the consent of all Trustees taking part in the meeting, the business to be transacted at the meeting shall be limited to business related to the urgent matter or matters which necessitated the meeting being called on short notice.

Omission of Notice

98. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Trustee shall not invalidate the proceedings at that meeting.

Quorum

99. The quorum necessary for the transaction of the business of the Trustees shall be a majority of the Trustees.
100. A meeting of the Trustees at which the quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under this Order for the time being vested in or exercisable by the Trustees.

Chairperson

101. The Trustees shall elect or re-elect a Chairperson and if it thinks fit a Deputy Chairperson every three (3) years from the date of this Order.
102. Any vacancy in the office of Chairperson shall be filled in like manner.
103. The Chairperson, or in his or her absence, the deputy Chairperson, if any, shall preside at all meetings of the Trustees.
104. If neither the Chairperson nor the deputy Chairperson, if any, is present within fifteen (15) minutes after the time appointed for holding the meeting, the Trustees present may choose one of their number to be Chairperson of the meeting.

Votes

105. Unless otherwise provided in this Order, all resolutions at any meeting of the Trustees shall be decided by a majority of votes.
106. Each Trustee present at the meeting shall have one (1) vote.

Casting Vote

107. In case of an equality of votes, the Chairperson of the meeting shall have a second and casting vote.

Dissenting Vote

108. Where any Trustee dissents from any majority decision of the Trustees then that Trustee shall be absolved from any personal liability arising out of the implementation of that decision if he or she gives the other Trustees written notice of the dissent before the decision is implemented.
109. The dissenting Trustee shall give any such notice of dissent to the Chairperson or Deputy Chairperson.

Resolution in Writing Assented to by All Trustees:

110. A resolution in writing signed or assented to by letter, facsimile, or other written message, by each Trustee shall be as valid and effective as if it had been passed at a meeting of the Trustees duly called and constituted.
111. Any such resolution may consist of several documents in like form, each signed or



purporting to have been despatched by one or more Trustees as the case may be.

112. Every such resolution shall be recorded in the minutes.

Provisions to Apply Except Where Otherwise Agreed

113. The provisions relating to meetings of Trustees shall apply in relation to all meetings of the Trustees, except where otherwise agreed by all the Trustees for the time being in relation to any particular meeting or meetings.

Notices

114. Each Trustee shall from time to time give written notice to the Trust of his or her address, telephone number or numbers, and email address.

115. A notice given to a Trustee pursuant to the preceding provisions shall be deemed to be given when delivered at the address notified.

CONFLICTS OF INTEREST

Conflict

116. The Trustees have a duty to recognise and manage conflicts of interest and duties.

When a Trustee Will Have a Conflict

117. A trustee has a conflict where the Trustee:

117.1 in a capacity other than as Trustee of the Trust is involved, interested, or concerned either directly or indirectly, in any property, undertaking, business or commercial activity; and

117.2 in a capacity as Trustee of the Trust is or may be involved, interested, or concerned in that property, undertaking, business or commercial activity.

117.3 For the purposes of clause 117.1, a conflict can arise indirectly where the person involved, interested or concerned in the property, undertaking, business or commercial activity is the trustee's spouse, partner, child, parent or sibling.

Trustee Must Disclose Conflict

118. Where a Trustee has a conflict, the Trustee must immediately upon becoming aware of the conflict disclose the nature and extent of the conflict to:

118.1 the other Trustees; and

118.2 the Beneficiaries where the conflict relates to a matter discussed at a General Meeting.

Trustee Must Not Vote

119. A Trustee must not vote or participate in any discussion at a General Meeting or a meeting of the Trustees where he or she has a conflict, including, without limitation, any matter that either directly or indirectly:

119.1 affects a Trustee's remuneration; or

119.2 affects any contract in which a Trustee may be interested or concerned whether directly or indirectly.

Trust Can Contract with Trustee



120. The Trust is entitled to engage, contract or otherwise enter into an agreement or arrangement with any Trustee to provide goods and services to the Trust provided that the Trustees may only make the decision to enter into such an arrangement where doing so is commercially prudent and on reasonable commercial terms.
121. The Trust will prepare a policy to assist with the determination of reasonable commercial terms.

DELEGATION

Exercise of Power to Delegate

122. Any Trustee or committee of Trustees acting under a power delegated to them by the Trustees pursuant to clause 8.22 must comply with the terms of the Act and this Order, and in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.

Revocation of Delegation

123. The Trustees may in their absolute discretion and at any time revoke wholly or partly any delegation of the powers of the Trustees.

Restrictions on Delegation

124. The Trustees may provide restrictions or rules by or within which such delegated powers are to be exercised.

Delegate to Regulate Procedures

125. Subject to any directions given by the Trustees, any Trustee or committee who has been delegated powers of the Trustees may conduct that Trustee's or the committee's affairs as they wish in accordance with this Order.

LIABILITY AND INDEMNITY OF TRUSTEES

Trustees Acting on Behalf of Trust

126. The Trustees, in incurring any debts, liabilities or obligations, or in taking or omitting any other action for or in connection with the affairs of the Trust, are each, and shall each be deemed to be, acting for and on behalf of the Trust and not in their own respective personal capacities.
127. Except as otherwise expressly provided in this Order, no Trustee is under any personal liability, including in respect of any borrowing or any associated security or guarantee, nor may resort be had to their private property, for the satisfaction of any obligation of the Trust.

Limitation on Liability

128. To the maximum extent permitted by law, no Trustee or former Trustee shall be liable for any loss suffered by the Trust or any Beneficiary arising from any action taken or omission of such Trustee or former Trustee as a Trustee under this Order.
129. It is expressly declared by the Court and acknowledged by the Trustees that this exemption from liability is a contrary intention for the purposes of Sections 13B, 13C and 13D of the Trustee Act 1956 provided that such action or omission is not attributable to the dishonesty, gross negligence or wilful breach of trust by any Trustee or former Trustee.

No Obligation to Bring Proceedings

130. No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of Trust committed by such co-Trustee or former Trustee.


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No Liability When Acting in Good Faith

131. No Trustee will be liable for the exercise of any discretion, if exercised honestly, in good faith and in accordance with this Order.

Indemnity

132. Subject to clause 133 and to the maximum extent permitted by law, each Trustee or former Trustee is entitled to a full and complete indemnity from Trust Assets for any liability that Trustee or former Trustee may reasonably and properly incur, or has reasonably and properly incurred, in any way, arising out of or in connection with that Trustee acting or purporting to act as trustee on behalf of the Trust.
133. A Trustee is not entitled to the indemnity where his or her liability is attributable to that Trustee's or former Trustee's own dishonesty, gross negligence or wilful breach of trust or where such liability is not reasonable or has not been incurred with the authority of his or her co-Trustees.

Reimbursement of Costs and Expenses

134. The Trustees and former Trustees will be entitled to be reimbursed for all costs and expenses they incur in defending their actions unless liability for loss is established and is not excluded by the provisions of this Order.

Limitation of Liability

135. Notwithstanding any other provision of this Order, the Trustees may, before entering into any transaction, security or liability of the Trust, require that their liability is restricted or limited to Trust Assets.

Legal and Other Advice

136. The Trustees may, jointly or separately, take and act upon:
- 136.1 the opinion of a solicitor or barrister in interpreting the provisions of this Order or any document or statute, or any matter concerning the administration of the Trust or any other matter in connection with the Trust; or
 - 136.2 the advice, statements or information of any bankers, accountants, auditors, valuers, advisors and other persons consulted by it who are in each case believed in good faith to be expert in relation to the matters upon which they are consulted and who are independent of the Trustees.
137. The Trustees are not liable to the Beneficiary where any act done or omitted to be done is in accordance with any such opinion, advice, statements or information.
138. Nothing in clause 136 prohibits or impedes the Trustees from applying to any court for directions.

INSURANCE

139. The Trustees may purchase and maintain indemnity insurance to cover themselves, or any individual Trustee requiring cover, in respect of:
- 139.1 any actual or alleged liability attaching to a Trustee in respect of any negligence, default, breach of duty or breach of trust (other than where the actual or alleged liability arises out of an act or omission that either the Trustee knew to be a breach of duty or breach of trust or was committed in reckless disregard of whether it was a breach of duty or a breach of trust);



- 139.2 all costs, charges and expenses which may be incurred by the Trustee in connection with any actual or alleged liability; and
- 139.3 all costs of a successful defence to any proceedings against the Trust or Trustees.

A handwritten signature in black ink, appearing to read "Milroy", is written in a cursive style.

PART VI - GENERAL

NOTICE TO BENEFICIARIES

140. Any notice to be given to the Beneficiaries shall be in writing and may be given either personally or by sending it to the postal or email address shown in the Register.
141. Except as otherwise required by law, notice may be given in electronic form.
142. A notice delivered:
- 142.1 personally is deemed received at the time of delivery;
 - 142.2 by post is deemed received five (5) days after but exclusive of the date of posting;
 - 142.3 by email is deemed received if the person giving the notice produces a printed copy of the email which evidences that the email was sent to the email address of the person given the notice.

A handwritten signature in cursive script, appearing to read "M. Roy", is located in the lower right quadrant of the page.

SCHEDULE 1

Hauturu East 8 being the Māori freehold land comprising 1.88 hectares as described in CFR 329275 and created by title order at 104 Otorohanga MB 244-250 and shown on ML 22079.

A handwritten signature in black ink, appearing to read "M. L. Roy", is written in a cursive style.

OFFICIAL

THE WAITANGI TRIBUNAL

WAI 51 #A12

IN THE MATTER of the Treaty of Waitangi
Act 1975

AND

IN THE MATTER of the Waitomo claim (a
claim by Josephine Huti
Anderson on behalf of the
hapu of Ruapuha and
Uekaha)

JOINT MEMORANDUM FROM CROWN AND CLAIMANT
COUNSEL ADVISING THE WAITANGI TRIBUNAL
OF THE SETTLEMENT OF THE WAITOMO CLAIM

1. Counsel for the claimants and the Crown hereby notify the Waitangi Tribunal that the parties have reached settlement in respect of the Waitomo claim.
2. After discussions between the parties facilitated by Judge Trapski, and exchanges of correspondence, a final agreement was reached on 14 June 1990. The final agreement involved among other things the whole of the Waitomo Domain being vested in the Wai 51 claimants as a Maori Reservation for the use and benefit of all New Zealanders.
3. Clause 3 of the final agreement has recently been amended as the Crown has, under the Public Works Act 1981, been obliged to offer back part of the Domain land covered by the settlement to the former owner.

4. The amendment mitigates the claimants' concern at the loss of part of their mediated settlement by vesting part of the Domain land in the claimants as Maori freehold land and adding to the Domain a strip of land currently in Maori freehold ownership.
5. Attached are Cabinet Minutes CAB (90) M 3/11 and TOW (95) M 18/2 and Cabinet paper TOW (90) 9 which together record the terms of the agreement.
6. Accordingly, Counsel for the claimants and the Crown request that the Waitangi Tribunal's claim register be amended to record the agreement.

DATED this *11th* day of *March* 1996



Counsel for the Claimants

DATED this *19th* day of *January* 1996

E. D. France

E D France

Crown Counsel

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THE WAITANGI TRIBUNAL

WAI 51

IN THE MATTER of the Treaty of Waitangi
Act 1975

AND

IN THE MATTER of the Waitomo claim (a
claim by Josephine Huti
Anderson on behalf of the
hapu of Ruapuha and
Uekaha)

JOINT MEMORANDUM FROM CROWN AND
CLAIMANT COUNSEL ADVISING THE
WAITANGI TRIBUNAL OF THE
SETTLEMENT OF THE WAITOMO CLAIM

CROWN LAW OFFICE
(E D FRANCE)
WELLINGTON CENTRAL
DX SP20208 (PO BOX 5012)
TEL: 04-472-1719
FAX: 04-473-3482

AGREEMENT IN PRINCIPLE BETWEEN THE
CROWN AND THE CLAIMANTS IN WAI 51 (THE WAITOMO CLAIM)

The mediation should be on a "without prejudice" basis.

2. Ownership of the three acres claimed in the core cave area should be vested in the claimants, leaving one acre vested in the Crown. Control of the caves would be shared between the Crown and the claimants by means of a Management Committee composed of representatives from the Department of Conservation (DoC) and the claimants. The task of the Management Committee would be to protect both ecological and Maori interests. The Committee should be required to report on its stewardship to the owners. The operating costs of the Management Committee are to be contributed to by both constituent groups of the Committee, with the claimants' contribution to be settled between DoC and the claimants with regard to all the circumstances in any year. In no case should that contribution exceed 50 percent of the total. It is affirmed that the three acres are owned, and belong to, the claimants in the full sense, subject only to the principle that the caves are accessible to the public, and to necessary limitations consequential on the terms of the licence and environmental covenants.
3. The claimants recognise the need to maintain the Domain as a resource for the whole community. A mechanism that will give that recognition a legal basis is provided by Section 439(12) of the Maori Affairs Act 1953. Under that section the Maori Land Court would be asked to declare the Domain a reservation to be held "for the common use and benefit of the people of New Zealand". Furthermore, the Court would be asked to appoint persons nominated by the local authority to sit as trustees alongside the Maori trustees, as is contemplated by sub-section 14 of Section 439.
4. The land occupied by the school and the school buildings is still required for public works purposes, ie education, and does not come within the "offer back" criteria of sections 40(1) and 40(3)(b) of the Public Works Act 1981. If and when the time comes that the land and buildings are no longer used for education purposes, the Ministry of Education envisages reversion under the appropriate statutory procedure.
5. Land ownership of the total museum should be vested in the claimants. The claimants should lease back to the Crown the whole museum complex on the same terms and conditions as the present museum extension. This may be done under Section 436 or Section 267 of the Maori Affairs Act 1953.

- o. If the tavern closes then the claimants should have the first option to purchase at market rates.

The hotel site, including a small scenic acreage and surrounding staff housing etc, should be transferred to the purchaser of the Tourist Hotel Corporation by means of a Glasgow lease (with right of perpetual renewal) from the Crown.

8. The balance of the land should be returned to the claimants with suitable covenants to ensure that the land above the caves is ecologically secure.
9. A licence permitting commercial cave guiding and souvenir shop operations should be issued to the THC by the Crown, on behalf of the joint owners of the Cave (ie, DoC and the claimants). The licence would run for 32 years subject to essential controls to protect both Maori and ecological values and would form part of the THC's assets for sale. The fee payable for this licence would be 15 percent of the annual gross revenue from cave guiding and 4 percent of the annual gross revenue from the souvenir shop. Of these fees, 25 percent would accrue to the Crown and 75 percent to the claimants. This ratio reflects the proportions of ownership share in the core cave area which would be owned by the parties.
10. The emphasis of the agreement is on looking towards a constructive future and on co-operation between the Crown and its agencies on the one hand, and the claimants on the other.
11. The Crown would provide a loan of \$1 million to the claimants representing an advance on licence fee revenues expected to accrue to the claimants during the 32 year total term of the licence. Interest would be charged on the loan at the rate of 13 percent per annum (which is roughly equal to the current rate of 5-year New Zealand Government Stock plus 1 percentage point). The interest rate would be reviewable two yearly, at which intervals it may be altered if both parties agree. The claimants would repay the loan by assigning part of their share of the annual licence fee for the caves until the loan is discharged. Based on current estimates of future revenue, it is expected that the loan would be repaid within 32 years, although the term is flexible. Repayment instalments would amount to 3.25 percent of gross cave revenue, leaving 8 percent of gross cave revenue (the balance of their share) available for other purposes. If at any time these repayment instalments do not fully cover the accrued interest charges, the unmet portion of accrued interest charges owing would be added to the principal outstanding. In summary:

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Cave Licence Fee (% of gross revenue per annum)		
Claimant's share	11.25	(75% share)
Crown share	<u>3.75</u>	(25% share)
Total	<u>15.00</u>	
Loan Repayment		
Claimant share of licence fee	11.25	(100.00%)
LESS: Repayment instalments	<u>3.25</u>	<u>(28.89%)</u>
EQUALS: Amount available for claimants' other purposes	<u>8.00</u>	<u>(71.11%)</u>



CABINET

COMMERCIAL : IN CONFIDENCE

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CAB (90) M 3/11

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Minister of Justice

Copies to:

Prime Minister
 Minister of Finance
 Minister of Maori Affairs
 Minister for State Owned Enterprises
 Chairperson, Cabinet Committee on Treaty of
 Waitangi Issues
 Minister of Education
 Minister of Tourism
 Minister of Conservation
 Attorney-General

WAITOMO CLAIM : MEDIATION

Reference: CAB (90) 48

At the meeting on 12 February 1990 Cabinet:

- a agreed that an offer be made to the claimants, in respect of the claim by the hapu of Ruahupa and Uekaha of the Ngati Maniopoto involving the Waitomo cave complex and adjacent land, on the basis of the following points:
- i the mediation should be on a "without prejudice" basis;
 - ii ownership of the three acres claimed in the core cave area should be vested in the claimants, leaving one acre vested in the Crown. Control of the caves would be shared between the Crown and the claimants by means of a Management Committee composed of representatives from the Department of Conservation (DoC) and the claimants. The task of the Management Committee would be to protect both ecological and Maori interests. The Committee should be required to report on its stewardship to the owners;
 - iii the claimants recognise that the Domain is a benefit to the whole community. They understand that they may achieve representation on the Domain Management Board by due process, ie by standing for election. The claimants' main concern is that the local body consults them on any significant use of domain land. Thus the Domain remains in the possession and administration of the local authority;

COPIES

COMMERCIAL : IN CONFIDENCE

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- iv the land occupied by the school and the school buildings is still required for public works purposes, ie education, and does not come within the "offer back" criteria of sections 40(1) and 40(3)(b) of the Public Works Act 1981. If and when the time comes that the land and buildings are no longer used for education purposes, the Ministry of Education envisages reversion by way of the Public Works Act;
- v land ownership of the total museum should be vested in the claimants. The claimants should lease back to the Crown the whole museum complex on the same terms and conditions as the present museum extension. This may be done under section 436 or section 267 of the Maori Affairs Act 1953;
- vi if the tavern closes then the claimants should have the first option to purchase at market rates;
- vii the hotel site, including a small scenic acreage and surrounding staff housing etc, should be transferred to the purchaser of the Tourist Hotel Corporation by means of a Glasgow lease (with right of perpetual renewal) from the Crown;
- viii the balance of the land should be returned to the claimants with suitable covenants to ensure that the land above the caves is ecologically secure;
- ix a licence permitting commercial cave guiding and souvenir shop operations should be issued to the THC by the Crown, on behalf of the joint owners of the Cave (ie, DoC and the claimants). The licence would run for 32 years subject to essential controls to protect both Maori and ecological values and would form part of the THC's assets for sale. The fee payable for this licence would be 15% of the annual gross revenue from cave guiding and 4% of the annual gross revenue from the souvenir shop. Of these fees, 25% would accrue to the Crown and 75% to the claimants. This ratio reflects the proportions of ownership share in the core cave area which would be owned by the parties;
- x the emphasis of the agreement is on looking towards a constructive future. The claimants will not receive any part of the lump sum paid to the Crown by the purchasers of the Tourist Hotel Corporation;
- xi the Crown would provide a loan of \$1 million to the claimants representing an advance on licence fee revenues expected to accrue to the claimants during the 32 year total term of the licence. Interest would be charged on the loan at the rate of 13% per annum (which is roughly equal to the current rate at 5-year New Zealand Government Stock plus 1 percentage point). The interest rate would be reviewable two yearly, at which intervals it may be altered if both parties agree. The claimants would repay the loan by assigning part of their share of the annual licence fee for the caves until the loan is discharged. Based on current estimates of future revenue, it is expected that the loan would be repaid within 32 years, although the term is flexible. Repayment instalments would amount to 3.25% of gross cave revenue, leaving 8% of gross cave revenue (the balance of their share) available for other purposes. If at any time these repayment instalments do not fully cover the accrued interest charges, the unmet portion of accrued interest charges owing would be added to the principal outstanding. In summary:

Cave Licence Fee (% of gross revenue per annum)

Claimant's share	11.25	(75% share)
Crown share	<u>3.75</u>	(25% share)
Total	<u>15.00</u>	

COMMERCIAL : IN CONFIDENCE

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Loan Repayment		
Claimant share of licence fee	11.25	(100.00%)
LESS: Repayment instalments	<u>3.25</u>	<u>(28.89%)</u>
EQUALS: Amount available for claimant's other purposes	<u>8.00</u>	<u>(71.11%)</u>

- b authorised the Director of the Treaty of Waitangi Policy Unit, assisted by Mr Graham Quinn (Crown consultant on the proposed THC sale) to seek an agreement in principle on the above basis;
- c authorised the Cabinet Committee on Treaty of Waitangi Issues to approve details of the package in the light of further discussions with the claimants.
- d approved the provision of \$1 million of additional funding in a Vote (such Vote to be decided later), subject to a settlement being reached between the Government and the claimants as outlined in (a) above.

Hanni Gung

Secretary of the Cabinet



CABINET COMMITTEE ON
TREATY OF WAITANGI ISSUES

TOW (95) M 18/2

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MINUTES of a meeting of the Committee held on Wednesday, 25 October 1995 at 11am

PRESENT: Hon Douglas Graham (Chair)
Hon John Falloon
Hon Denis Marshall

IN ATTENDANCE: Officials from Department of Prime Minister and Cabinet
Office of Treaty Settlements
Department of Survey and Land Information

WAITOMO CLAIM (WAI 51): AMENDMENT TO CLAUSE 3 OF THE FINAL AGREEMENT


Reference: TOW (95) 95

The Committee:

- a noted that clause 3 of the Final Agreement for the settlement of the Wai 51 claim proposes that the whole of the Waitomo Domain would be vested in the Wai 51 claimants as a Maori reservation for the use and benefit of all New Zealanders;
- b noted that the Crown obtained the Domain from two different owners and that the descendant of the former owner of two acres (8775 square metres) that land is not part of the claimant group;
- c noted that those two acres of land have been offered back subject to a Maori Reservation Order being brought down over the land, similar to that to be imposed on the balance of the Domain. This condition has been accepted by the descendant of the former owner;
- d noted that, as a consequence, this reduces the amount of redress originally agreed between the Crown and the claimants;
- e agreed to a variation to clause 3 of the Final Agreement to separately vest part of the Domain area (Block 18) measuring 5643 square metres (approximately 1.34 acres), in the Wai 51 claimants as Maori freehold land and that the current walkway will be realigned across Block 15;

- agreed to a variation to clause 3 of the Final Agreement to vest a strip of Domain land measuring 3271 square metres (0.81 acres) owned by the Crown within the front of the Domain in the Wai 51 claimants and members of the claimant hapu as unencumbered Maori freehold land;
- g agreed to a variation to clause 3 of the Final Agreement to add a strip of land, currently in Maori freehold ownership, measuring 2300 square metres (0.57 acres) to the Domain area;
- h noted that the claimants intend to apply for a resource consent to change part of the Domain zoning from a Maori reservation for the use and benefit of all New Zealanders to commercial;
- i noted that the claimants have agreed to meet all the costs associated with this proposal;
- j noted that the variation of clause 3 of the Final Agreement has no fiscal implications for the Crown.

COPY


Secretary

COPIES TO:

Cabinet Committee on Treaty of Waikangi Issues
 Minister of Finance
 Secretary to the Treasury
 Chief Executive, PM&C
 Miriama Evans [PM&C]
 Peter Douglas [PM&C]
 Solicitor-General
 Director, Office of Treaty Settlements
 Director-General, DOSLE
 Department of Conservation
 Chief Executive, Te Puni Kōkiri



CABINET

COMMITTEE ON TREATY OF WAITANGI ISSUES

IN CONFIDENCE

TOW (90) 9

Copy No //

8 May 1990

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AGREEMENT IN PRINCIPLE BETWEEN THE CROWN AND THE CLAIMANTS IN WAI 51 (THE WAITOMO CLAIM)

At its meeting on 12 February 1990 Cabinet authorised the Director of the Treaty of Waitangi Policy Unit, assisted by Mr Graham Quinn (Crown consultant on the proposed THC sale) to seek an agreement in principle in terms of the eleven points detailed in the minute. The minute also authorised this Committee to approve details of the package in light of further discussions with the claimants and approved the provision of \$1 million of additional funding subject to a settlement being reached [CAB (90) M 3/11 attached as Appendix D refers]. The eleven points were communicated to the claimants (attached as Appendix A) and responded to (letter from Mr Toogood attached as Appendix B). Discussions were held and changes to the eleven points are proposed as a result. The proposed amendments, with one exception, are regarded as matters of clarification (points 2, 4 and 10 of the Proposed Agreement in Principle detail the changes, attached as Appendix C).

The exception is detailed in point 3 of Appendix C, page 16 (the original is first and the new 3 is in square brackets underneath). The claimants, whilst recognising that the domain must continue to serve all people, require a recognition of their mana whenua (mana over the land).

The Minister of Justice recommends that the Committee:

- i note that on 12 February 1990 Cabinet authorised the (then) Director of the Treaty of Waitangi Policy Unit, assisted by Mr Graham Quinn, to make an offer to the Waitomo claimants in terms of eleven points [CAB (90) M 3/11 refers];
- ii note that the claimants responded by letter and further discussions were held between representatives of the claimants and the Crown;
- iii agree to the variations of the original 11 point proposal specified in paragraph 5 of the paper under TOW (90) 9;
- iv agree to additional funding of \$1 million in Vote: Justice in 1990/91, without compensatory savings, as a loan at commercial rates against future revenue advanced to the claimants as part of the settlement of the Waitomo claim, the terms of the advance to be as follows:
 - interest at 13 percent a year (roughly equal to the current of five year New Zealand Government Stock plus 1 percentage point);
 - interest to be reviewable two yearly, at which point it may be altered if both parties agree;

- repayment to be by way of assignment of 3.25 percent of gross cave revenue;
- if at any time these repayment instalments do not fully cover the accrued interest charges, the unmet portion of accrued interest owing is to be added to the principal outstanding.
- v note that, based on current estimates of future revenue, the loan will be repaid within 32 years;
- vi agree that the \$1 million loan be regarded as a charge against the sale of the Tourist Hotel Corporation.

COPY

Secretary's Note: Treasury will be reporting separately on the recommendations.

(Signed) Philip Mair

COPIES TO:

- Cabinet Committee on Treaty of Waitangi Issues
- 14 Minister of Conservation
- 15 Director-General of Conservation
- 16, 17 Secretary to the Treasury
- 18 Chief Executive, Manatu Maori
- 19 Secretary for Justice
- 20 Secretary for Justice (Treaty of Waitangi Policy Unit)
- 21 Solicitor-General
- 13 Convener, Officials Core Group on Treaty of Waitangi Issues



Cave Management Plan 2024-2027



Document Control

Owner	General Manager Waitomo Glowworm Caves
Approved by	Waitomo Glowworm Cave Management Committee
Date	March 2024
Location	Waitomo Glowworm Cave
Next Review Date	30 June 2027

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1. Part 1: General operations (Lessee Obligations)

The Waitomo Glowworm Cave is operated under a lease granted by the cave owners Ruapuha Uekaha Hapu Trust (RUHT) and the Department of Conservation (DOC) to Waitomo Caves Ltd, as a subsidiary of Tourism Holdings Limited (*thl*). The lease enables the provision of a commercial cave tour including ticketing, food and beverage, retail and photography operations.

The lease requires a Cave Management Plan to be in effect. The key requirements for this Cave Management Plan are to detail:

- Environmental management
- Employment requirements
- Health and Safety
- Recognition of Ruapuha Uekaha Hapū Trust's relationship with the cave
- Maintenance and inspection specifications and schedules for buildings and facilities and
- A summary of proposed capital developments for the coming plan period

The purpose of this document is to be an overarching document ensuring lease conditions are translated and flow through to other operational documents and plans and to set the technical standard in environmental management. As such it cannot be an exhaustive operation manual as this level of detail sits within individual departments across numerous plans and manuals as listed in other documentation. *thl* will share agreed documents in a cloud-based folder.

Plan period

The parties to the CMP agree to extend the CMP to a four-year period to align with the lease term ending on 30 June 2027.

Individual sections may be rewritten from time to time. The formal review process is described in the lease.

Examples of other operational documentation in place

- Health & Safety Plan
- Standard Operating Procedures by department and activity
- Training manuals
- Interpretation manuals
- Emergency Management Plans
- Training records
- Induction materials
- Maintenance schedules

2. Health and Safety

The full Health and Safety management system for the operation is contained within the cloud-based program Eco Portal, which is available for viewing by the Lessors at any time.

The Health and Safety system for the operation incorporates key policies and procedures as listed in Appendix two.

The Lessee will advise the Lessors of any material changes to policy and procedures. These changes to be included in each monthly report and within the quarterly owner's meeting,...

The results of all annual audits and assessments, and any other reviews are available to the Lessors,

A summary of incidents and other significant items, including commentary on actions taken, will be included in each monthly report and within the quarterly owner's meeting.

3. Core principles of management

Principles of management (referenced lease clauses)

The Lessee acknowledges the following principles for the management of the Lease Area by the Lessee. These principles shall be reflected in the Cave Management Plan (as referred to in Clause 2) and the day to day operation of the Lease Area:

- (i) Preserve and protect the cultural, historic and natural features and processes of the cave, for the purpose of maintaining their intrinsic values and safeguarding the options of future generations.
- (ii) Recognise the special relationship that the Ruapuha Uekaha Hapū has with the cave and its environs as tangata whenua based on their tikanga (culture and traditions) and the terms of the Treaty of Waitangi Settlement WAI-51, in the use of the cave and its facilities.
- (iii) Recognise the cave as an international visitor destination and a part of the world's natural heritage.
- (iv) Ensure that the experience of cave visitors is consistent with the above principles, by communicating the values of the cave and providing appropriate conservation messages.
- (v) Reflect, in management and development, the rural landscape and natural setting of the cave and facilities.
- (vi) Use sound and prudent business practices to maximise opportunities for the public to visit the cave, only as consistent with the above principles of management.

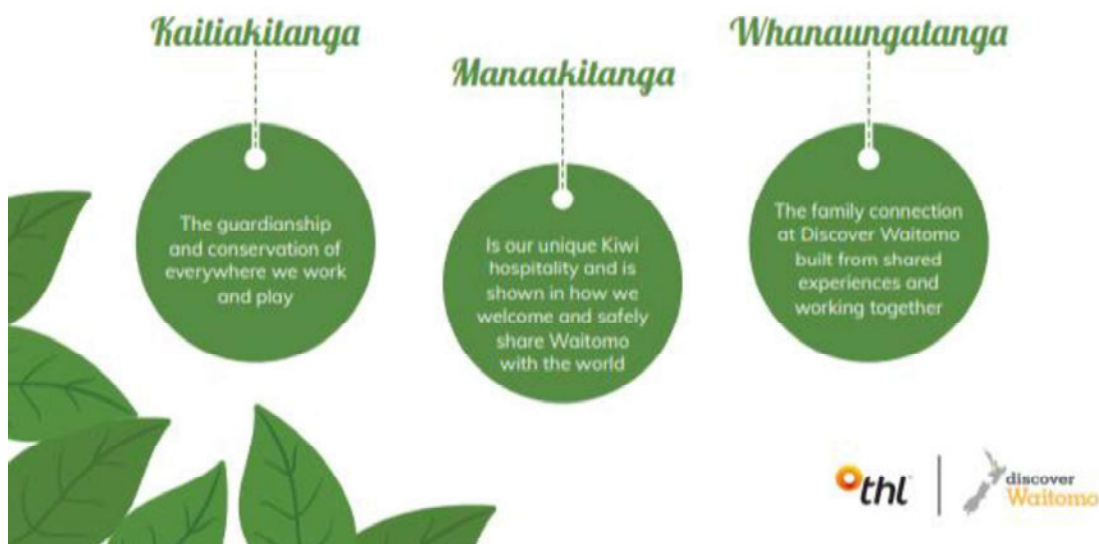
When considering whether any action is reasonable, regard should not only be had to commercial matters but regard should also be had to cultural, customary and environmental matters.

Management commitment

Pro-active cave management is vitally important to ensure preservation and protection of the iconic natural value of the cave.

We will communicate our three core values observed by the organisation to our visitors.

We continue to optimise the quality of the visitor experience while conserving and safeguarding resources for future generations.



The lessee will benchmark its operation by:

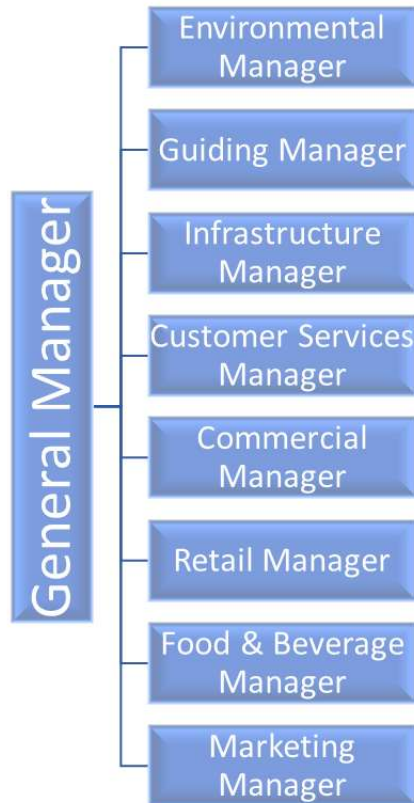
- a) Carrying out on-going visitor satisfaction surveys, taking action where necessary to ensure visitors receive an outstanding experience.
- b) Align the operation with Qualmark standards and ensure the operation consistently achieves a top audit result.
- c) Ensure the operation is constantly benchmarked against a reputable Health and Safety program, consistently achieving a high standard.
- d) Benchmark the operation against other national and international peer operations, primarily through relationships with other industry organizations and participation in strategic Tourism organizations such as ACKMA.

4. Applicable legislation

Examples of relevant legislation (compliance is not limited to the below and the operation will be required to comply with all New Zealand law):

Building Act 2004
Conservation Act 1987
Consumer Guarantees Act 1993
Crimes Act 1961
Employment Relations Act 2000
Fair Trading Act 1986
Food Act 2014
Health and Safety at Work Act 2015
Industry Training Act 1992
Nga Wai o Maniapoto (Waipa River) Act 2012
Privacy Act 12020
Reserves Act 1977
Resource Management Act 1991
Treaty of Waitangi Act 1975
Wildlife Act 1953

5. Organisational structure



6. Staff

The Lessee will operate a process of employing and training staff, which achieves the value of *Manaakitanga* -sharing exceptional and natural hospitality, knowledge and beliefs on the basis of mutual respect (between host and visitor) and recognises a key intention within the lease to encourage the employment and development of Ruapuha Uekaha Hapū Trust members.

Environmental management

Retention of expertise:

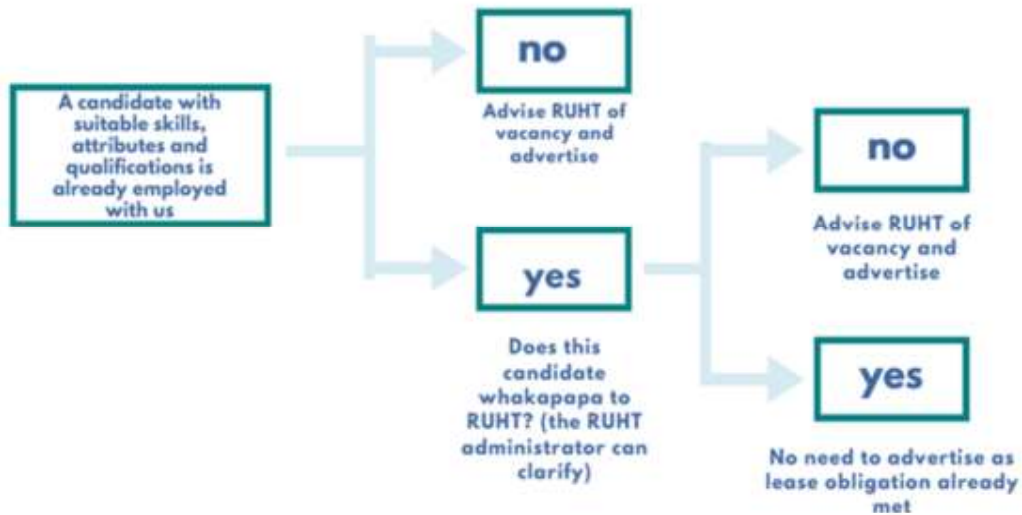
- (i) At all times the Lessee shall retain (whether by way of employees or external consultants) sufficient expertise as reasonably required to properly manage the cave environment in accordance with the Lease and the Cave Management Plan to include:
 - (a) An independent advisory group ("Advisory Group") with knowledge of all aspects of the cave environment
 - (b) Staff or consultants with the skills and decision-making capacity to meet and direct the environmental management requirements of the cave on a day-to-day basis
 - (c) A cave manager with a demonstrable appreciation of cave conservation and cave management

Employment of qualified staff (clause 5.0 - lease excerpt)

- (i) The Lessee shall ensure that staff employed at the cave shall be trained and qualified as is reasonably appropriate to their position and also ensure that the ratio of full time to part time and casual staff will be sufficient to ensure (1) a stable workforce is maintained that provides a consistently high quality visitor experience; and (2) the principles for the

management detailed in clause 1 of this Lease are reflected in the management of these staff.

- (ii) When employment opportunities are available, the Lessee shall first offer such opportunities to beneficiaries of the Ruapuha Uekaha Hapū Trust who in the reasonable opinion of the Lessee have suitable qualifications and attributes, and then to people living within 30km of the cave who in the reasonable opinion of the Lessee have such suitable qualifications and attributes.



Recruitment process

1. Ensure the application process identifies candidates that whakapapa to RUHT and those that live within 30km of the cave.
2. Once applications have closed advise RUHT the number of hapū members who have applied.
3. Make employment decision, first offering position to suitable hapū applicants, then local candidates then remaining candidates.
4. Notify RUHT of the outcome including whether the appointment was from the hapū or local area.

Actions:

Management will embrace staff hiring, induction, training, evaluation, and promotion processes that optimise the potential match between the employee and the outlined experience elements, whilst recognising the wider requirement to encourage and promote the employment and development of Ruapuha Uekaha Hapū Trust members.

Management will ensure that the ratio of full time, part time, casual and fixed term guides to visitors will be maintained at levels to ensure a stable work force and high-quality visitor experience is maintained and reported upon.

Guide ratios: the ratio of full time to part time and casual staff shall be calculated based on the total number of guiding hours worked. The number of permanent guide positions will be established to ensure that the number of guiding hours worked by permanent guides represents at least 45% of total labour across the winter months (which sets a minimum level on a year-round basis).

Induction

There will be a clear, structured induction process that orientates the newly employed staff member to the general business prior to the appointment of a trainer who will train the employee on specifics pertaining to their role.

Induction is the welcoming of a new staff member onto the team should also fall under the umbrella of whanaungatanga. The richness and effectiveness of this initial experience can provide a foundation of enthusiasm and commitment upon which further training can be based. It can also foster a sense of “ownership” and understanding of shared responsibility within a team framework.

Actions:

- a) The induction process will ensure that all relevant employment forms are completed; that the new employee is briefed on relevant company policies; that the necessary tools are provided for the employee to carry out their role and that the employee is introduced to other staff.
- b) The induction process shall also incorporate a section dedicated to educating the new employee on the principles of management and kaitiakitanga and the relationship RUHT has as tangata whenua.

Training

The staff training program will ensure that employees are equipped with the ability to deliver the key elements via the desired delivery style and will be aligned with the standards established and accepted by an accredited training organisation and international peers and foster a sense of empowerment and ownership.

Actions:

- a) Training will embrace the unique aspects of the cave history, Ruapuha Uekaha Hapū Trust, Māori language and culture glowworms, the cave environment, and the role of kaitiakitanga in the operation.
- b) Training will aim to equip employees with the framework to deliver an experience for visitor's which is world class.
- c) Training will ensure that employees are provided with the knowledge to operate a successful Health and Safety system.
- d) Training will be provided to ensure all staff can undertake the technical aspects of their job.

Retention of expertise

The Lessee shall retain sufficient expertise as reasonably required to properly manage the cave environment in accordance with the Lease requirements.

Actions:

- a) A person who has skill, expertise and understanding with regards to cave and karst management and information technology is to be appointed as an Environmental Manager. The Environmental Manager will report to the General Manager, seek advice from the Environmental Advisory Group / Department of Conservation and work closely with guides to ensure environmental practices are executed appropriately as set out in the environmental section of this Cave Management Plan. This role may be carried out by a staff member or external consultant.

Self-Guides

Self-guides shall be regularly trained by staff to ensure a safe and quality experience is delivered to visitors that is aligned with the principles of the cave and that ensures the self-guide takes proper care of the natural environment. Records of training for self-guides must be maintained. Currently this is managed through a system which records the self-guides' training status and includes a photograph of the guide to ensure authenticity.

Actions:

- a) Management will have in place a training program for self-guides that ensures guides are trained adequately to deliver a high quality, safe experience, in line with the principles of the cave that commands respect for the natural cave environment.
- b) Management will have a monitoring system in place that ensures a training record of all self-guides is up to date and kept on site.
- c) Management will ensure that only adequately trained self-guides are allowed to guide parties through the cave environment.

Performance reviews

Systems and processes are to be put in place to evaluate staff performance and to provide constructive feedback. This will include a half and full year performance review conversation with all staff members.

The visitor's experience is not only governed by its physical and environmental dimensions but, just as importantly, by its social inputs. The staff in essence act as "hosts" and therefore any evaluation or monitoring of the quality of a visitor's experience must include an analysis of the interactions and relationships between these two parties.

Actions:

- a) All staff are to participate in annual and half year performance reviews.
- b) Performance review criteria shall incorporate but not be limited to the following areas:
 1. Achievement of goals
 2. Delivering visitor satisfaction
 3. Communicating and delivering the cultural and environmental heritage elements of the experience to visitors
 4. Engaging in available training
 5. Teamwork and the creation of a good working environment

7. The experience

The lessee will ensure that the visitor experience will reflect the principles of management as set out in the lease and be true to the essence of the experience at all times.

Access to the cave tour and to facilities

The lessors representative/s may enter with free access to the land at any time during the lease including the cave and any structures or other improvements together with any equipment necessary to:

- Ensure the Lease and Cave Management Plan are being complied with
- Ensure that the cave environment is being managed with accordance with all regulations
- Carry out scientific cave research

Ruapuha Uekaha Hapū trust members that are eligible for registration with the trust may join guided tours free of charge provided they meet the qualifying requirements and procedures set mutually between the trust and *thl*.

Free of charge entry to persons not registered with the trust is governed by policy and covers several groups including:

- Free of charge tour admission for members of staff.
- Free of charge entry for external tour guides accompanying tours.
- Free of charge entry for adult supervision of school groups.

Delivery

All staff have the opportunity (and the potential) to interact in a manner that acknowledges the visitor's culture, experiential frame of reference and learning style. They have the chance (especially guides) to include travellers in a personal experience; to enrich and shape this experience so that it exceeds expectations and creates an enjoyable and memorable event.

The experience delivered to the customer must include the following elements in order to stay true to and best represent the core values of the environment and to provide memorable and authentic experiences to customers.

Key messages delivered through experience:

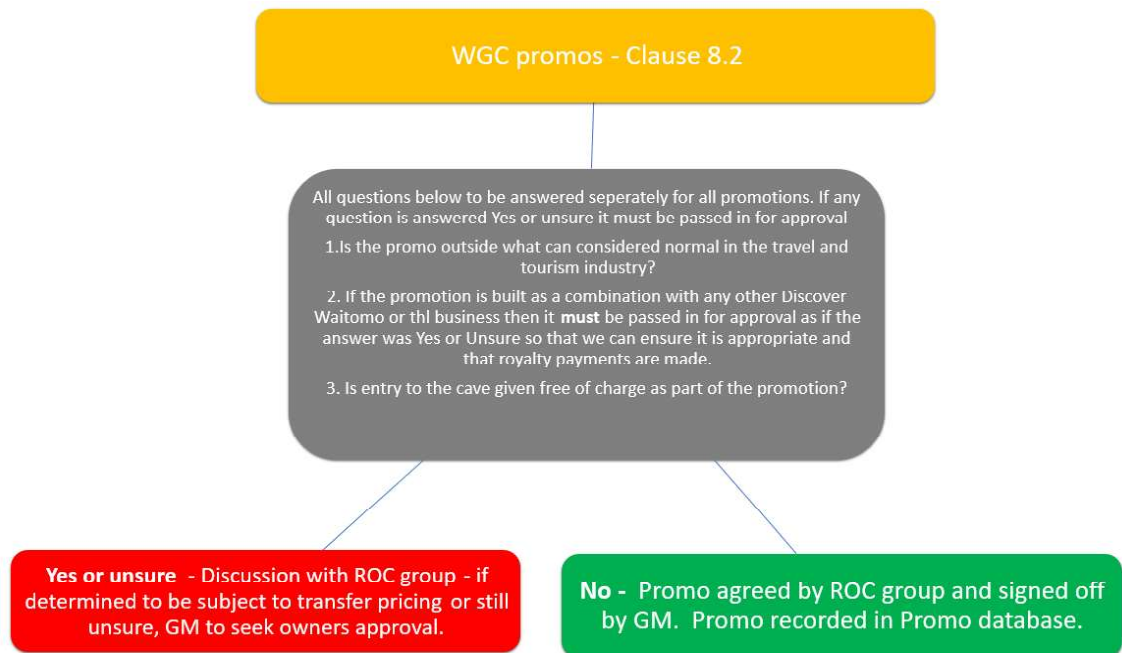
1. Glowworm information and lifecycle.
2. Unique Māori connection (Ancestor Tāne Tinorau's link to guides, history of ownership, Māori language and culture and tradition).
3. Kaitiakitanga (caring for the resource and its environs, national heritage, and conservation).
4. Cave and karst (including cave, catchment, land above and landscape).

Promotional activities

Promotional activities will set realistic expectations of the product delivery and ensure that all activity is true to the essence of the experience.

Actions:

- a) All promotional activities will be designed to be true to the unique national heritage of the cave.
- b) At all times promotional activity will reflect the management principles as set out in the lease.
- c) The decision tree below pertains to parameters of the lease and must be followed for all promotions.



Amenities

All amenities (and their up-keep) will be of a standard that reflects (and supports) the iconic status of the cave resource.

Parking and access

Travellers require clear and effective information around where to park their vehicle and where to access the visitor centre (under the roadway). Access routes should begin to build a sense of anticipation and orientation.

Actions:

- a) Directional and orientation signs will be clear and appropriate.
- b) Staff are to assist visitors by maintaining signs and road markings and ensuring that vehicles (including staff vehicles) are parked in appropriate areas.
- c) Surveillance cameras will be maintained in appropriate areas to best ensure the safety of visitors and their possessions.
- d) A standard operating procedure for opening and closing the complex, ensuring a secure environment is to be communicated to staff and adhered to at all times.
- e) Access ways and entry points to the cave complex will be safe, uncluttered, welcoming, and easy to recognise.
- f) Unless they pose a hazard, all visitors are to have controlled access to the cave complex during hours of operation.
- g) Where warranted, representatives of the Lessor (upon authority of the management committee) are to be granted free right of entry.

Landscaping

The Glowworm Cave is a significant natural attraction. The visitor will expect the supporting infrastructure to be sited in environs that reflect and showcase the natural and cultural heritage of the area and to blend in with the surrounding landscape.

Actions:

- a) Every effort will be made to ensure that the lease area blends in with the surrounding natural landscape through an emphasis on plantings of NZ indigenous plants
- b) The Lessee will ensure the lease area gardens are maintained through regular maintenance cycle
- c) The Poupou is to be located and maintained in an area that emphasises the links between tangata whenua and nature.
- d) The lease area, including surrounding areas of road reserve, are to be kept tidy and litter free.
- e) No domestic stock, pets or any plant or animal pests will be permitted on the land.
- f) Weed control is to be conducted inline with DOC best practice

Signage and orientation**Actions:**

- a) Signs are to be appropriate and well-maintained.
- b) Signs that relate to safety issues and emergency equipment are to comply with all regulations.
- c) Story boards, graphics and interactive displays are to be employed where there is the opportunity to provide more in-depth information with regards to the culture, history, ownership, science and on-going research relating to the cave resource.
- d) Substantial changes to signage should be made only in consultation with the owners and should be particularly sensitive where using local imagery and cultural components.

The cave tour

The visitors lasting impression will depend heavily on their experience and interaction within this key part of their journey. The guide is entrusted with the task of bringing the visitors trip through the cave environment alive. High impact experiences provided by the guides affect visitors' emotional state, and all guides should strive not only to inform visitors of accurate information pertaining to the cave, but to also focus on their delivery style to ensure visitors are moved by their experience.

Guides should strive to:

- Create a high impact beginning, a storytelling / performance focused narration throughout the cave environment and a high impact ending (the grotto will naturally lead to this). At all times safety should be a priority for the visitor and the guides.

Actions:

- a) Management is to ensure that guides are provided with appropriate training that enables them to be able to deliver a cave tour which has a high emotional impact on visitors whilst providing accurate information at all times.
- b) All staff and managers are responsible for ensuring that visitors are briefed appropriately on all hazards within the cave to minimize any risks to customers.
- c) Guides are to ensure that their groups conduct themselves in a manner that advocates cave preservation and conservation.

- d) All cave tours are to be guided and tour parties will not exceed fifty (50) people.
- e) Cave tour operations are to cease if there is a significant risk to either the cave, or to cave visitors.

Customer service

The ticketing area is likely to be the visitor's first point of one-on-one contact with staff, and an area where they will make their final purchasing decision. It is imperative that staff instil a high impact and memorable interaction with visitors at this point in their greeting and assistance in closing the sale. The purchase transaction, which is commercial in nature, can be softened by staff who embrace the ethic of manaakitanga.

The ticketing area should provide the visitor with appropriate information to make their purchase decision pertaining to the caves and assist them in orientating themselves with regards to the offerings in the wider Waitomo surrounds.

Actions:

- a) Staff are to ensure that each visitor is greeted appropriately, in a manner that is reflective of the value of manaakitanga
- b) Information in the ticket office area should clearly identify all tour options and additional experiences within the area (free and paid), that will enhance the overall Waitomo experience and encourage further visitors to the area via word of mouth.
- c) Staff will be equipped to answer visitor's questions regarding the experience; general enquiries regarding the local area and wider questions pertaining to New Zealand.
- d) Admission to the cave is by purchased tickets or, in the case of organised tour companies, by company vouchers.
- e) Staff are to be trained and familiar with all aspects of the reservations role, including policy and procedures.

8. Buildings and infrastructure

The buildings and infrastructure can be regarded as to present an opportunity to reinforce the culture and philosophy of the operation.

Actions:

- a) All buildings and structures are to be erected only with approval from the cave owners and relevant experts. Infrastructure should enhance the visitor experience.
- b) The requirements of any relevant consents, regulations or compliance schedules are to be adhered to.
- c) All buildings and facilities are to be kept in good repair and condition through the implementation of a structured, on-going maintenance schedule.
- d) Cleanliness, presentation, safety, and security are to be maintained at a high standard.
- e) Risk assessment should be applied to essential building and cave infrastructure elements to ensure the safety of all users and occupants.

A maintenance and inspection schedule will:

1. List maintainable building elements on cyclical renewal and maintenance over the term of the lease, to provide a list of items for each year

2. Be updated bi-annually
3. Ensure compliance and warranty items should be indicated and accorded processes to ensure they are completed
4. Ensure key contract and supplier details should be outlined

Maintenance and inspection information is available to the lessors at any time.

Caves structures

Maintenance and inspection schedules are accessible to all on site and will be shared with the management committee at any time on request.

Toilets

A high standard of hygiene is critical to customer satisfaction and perception of the attraction.

Actions:

- a) All toilets and sanitary areas are to be clearly and appropriately signposted and cleaned to a high standard of hygiene.

Sustainability

thi have adopted the Future Fit Business (FFB) Benchmark into its global operations. FFB is measured across 23 break-even goals across the following drivers:

Energy	Energy is renewable and available to all
Water	Water is responsibly sourced and available to all
Natural resources	Natural resources are managed to safeguard ecosystems, communities, and animals
Pollution	The environment is free from pollution
Waste	Waste does not exist
Physical presence	Our physical presence protects the health of ecosystems and communities
People	People have the capacity and opportunity to lead fulfilling lives
Drivers	Social norms, global governance, and economic growth driver the pursuit of future fitness

Actions:

- a) The lease area, both on the surface and underground, is to be maintained in a clean and tidy condition at all times.
- b) Rubbish and recycling receptacles that support environmental care are to be provided.
- c) Consumable resources are to be chosen to create the least possible ecological 'footprint,' if these products are reasonably priced.

Proposed capital improvements

No significant capital developments (over \$5K as a single item) are currently proposed for this plan period. This plan is reviewed annually between March and June.

The Lessee is considering or planning the following future development:

- In cave lighting- starting with audit/review of current state for assessment on possible improvements
- Siltation management- investigations and research as to proactive control solutions is ongoing

- Guest area- evaluating suitability of current waiting zone and whether improvements to guest comfort and experience are possible
- Car park improvements

9. Other experiences

Other experiences within the lease area will complement the Waitomo Glowworm Cave experience.

Guiding experiences, activities, services, or attractions undertaken on the lease area will reflect the values of the Glowworm Cave experience and respect the principles of management according to the lease.

Actions:

- a) As part of any new product development process taking part on the lease area, the lessee shall ensure that the experience is aligned with the values of the cave experience and the principles of management according to the lease.
- b) With reference to part a) any activities that are a sublease need to be undertaken within the parameters of the lease.

10. Security

All reasonable steps will be taken by the lessees to ensure that the Glowworm Cave, Visitor Centre, and visitors' personal property, are secured.

The natural cave resource, including the Glowworms, the visitor centre and visitors personal properties are at risk from adverse or criminal activity. The lessee shall take all reasonable steps to ensure that these valuable resources and assets are secured.

Actions:

- a) Security cameras, signs and lighting are to be maintained in the most vulnerable areas.
- b) Staff are to be vigilant and report any adverse or suspicious activity to management immediately.
- c) Natural features within the cave are to be adequately protected.
- d) An opening and closing procedure for the cave and visitor centre is to be in place and communicated to all staff.
- e) Staff handling monetary exchanges are to be trained to respond to armed robbery situations.
- f) Police are to be notified in the event of loss or damage.
- g) All insurance policies for loss and liability are to be maintained and a Management Policy / Process is to be in place for property loss by visitors while in the Lease Area.

11. Visitor surveys

Regular visitor feedback via surveys will evaluate the coincidence between the established goals and actual outcomes of the Waitomo Caves experience.

Actions:

- a) Customer surveys are to be carried out daily.

- b) The survey questions shall adequately assess all aspects of the visitors experience to assist the lessee in enhancing this in the future.

12. Utilities

The utilities of water, power and sewerage are all essential inputs for the successful operation of the cave attraction. The lessee shall ensure the continued supply of these utilities at all times.

Actions:

- a) The Lessee is to take all reasonable steps to ensure that the water supply, power and wastewater services are maintained within the lease area.
- b) The lessee shall set in place processes that conserve our natural resources where reasonably possible (water conservation, energy efficiency, reduction of waste).

13. Reporting and reviews

The reporting process is essential to ensure that all stakeholders have a transparent and regular review of all activity governed by the lease. The lessee shall ensure that all required reports are compiled accurately and delivered in a timely manner to key stakeholders.

Actions:

- a) A monthly report format is to be agreed to by the lessor.
- b) The lessee is to deliver the monthly report to the lessor by the last day of the month following the reporting period.
- c) An owners committee meeting will be held quarterly.
- d) Annual audits must be undertaken within timelines stipulated in the lease.
- e) Appropriate systems are to be put in place to ensure accurate capture of data.
- f) Revenue reporting procedures are to be followed to ensure accurate calculation of lease fees due.
- g) Reports and findings generated by the EAG or any other relevant outside party will be made available to authorised interested parties.
- h) Significant issues should be notified to the chair of the cave management committee as soon as possible after they occur.

14. Management policies and processes

The key policies, procedures and standard operating procedures are to be recorded in written form, kept up to date and communicated to all staff to ensure the lessee carries out daily activities that are aligned with requirements in the lease.

15. Insurance

All insurance requirements are stipulated in the lease.

Actions:

Any change to the insurance provider must be notified to the owners at least 48 hours before the change takes effect.

16. Annual timeline of key compliance

Event:	Date:
Annual revenue channels report (clause 3.3)	By 30 September each year
Audit/Revenue AUP (clause 8.6)	By 30 September each year
Lease fee payment (schedule 1 clause 9)	20 th of the following month to which the fee relates.
Monthly report (clause 3.2)	By the 10 th working day of the following month
Cave management plan (clause 2.2)	Review date: June 2027
Schedule of improvements (clause 3.3)	By 30 September each year
Building WOF	By 19 May each year
Insurance certificates (clause 3.4)	Within 3 months of renewal – currently renewal date is 1 December
Insurance valuation and PPI	Reinstatement valuation every three years (due 2023) Annually PPI applied to full replacement cost on non-valuation years
Lease expiry date (schedule 1 clause 5)	30 June 2027
Lease fee split change (schedule 1 clause 6 (c))	1 July 2022 - Complete

17. Part 2: Environmental management

Commitment

The Waitomo Glowworm Cave is a precious taonga of the Ruapuha Uekaha Hapū Trust and to Aotearoa New Zealand. It is one of New Zealand's oldest and most recognisable tourist attractions and is formally recognised as a national strategic tourism asset.

The operation of the cave is leased to Tourism Holdings Ltd (*thl*). *thl* recognise the significance of this responsibility and are committed to ensuring best practice environmental management. The purpose of this document is to set out how *thl* will comply with the conditions of the lease and to describe key aspects of environmental management.

Further, *thl* recognises the wider definition of sustainability beyond that constrained to the natural environment, its operations and its practices will always seek to be positive to people and the community within a broader view of kaitiakitanga - the guardianship, care, and protection of all natural, cultural, and human elements for current and future generations.

18. Retention of expertise

A dedicated and qualified Environmental Manager will lead the Waitomo Glowworm Cave environmental management programme.

Environmental Manager

The Environmental Manager position will exist on a permanent basis, will be a part of the senior management team, and will have budget and reporting accountability. To ensure the Environmental Manager is adequately qualified to fulfil the position the following criteria will apply to the recruitment for this position:

Essential:

- Tertiary-level science or environmental management qualification

Desirable:

- Conservation experience in a cave and karst setting
- Stream and catchment protection and restoration experience
- Environmental (climate, ecological and hydraulic) monitoring experience
- An understanding of tikanga and Te Ao Māori

19. Scientific oversight

Environmental management of the Waitomo Glowworm Cave will be informed by the best scientific advice.

Environmental Advisory Group (EAG)

The EAG is an independent group of advising scientists and technical experts engaged to review and provide environmental management advice. To ensure the EAG report is relevant and sufficient, the report format, contents, meeting agenda and minutes will be set in consultation with the EAG. The Environmental Manager will be responsible for reporting to and coordinating this group which will meet biannually.

EAG Terms of Reference

- The purpose of the Environmental Advisory Group (EAG) is to provide independent advice on the conservation, use and management of the Waitomo Glowworm Cave, Aranui and Ruakuri caves, and their environments.
- That advice is intended to protect the caves in accordance with international best practice, the lessee's concessions, and environmental legislation. The EAG will be guided by Waitomo Glowworm Cave lease's principles of management.
- The EAG will have a maximum of ten members. The owners of the Glowworm Cave will appoint two members and two members will represent the lessee (Tourism Holdings Ltd, **thl**). The other appointments will be made by **thl**, in consultation with the group. The EAG may invite others to attend meetings as it sees fit.
- The scope and composition of the group will allow independent scientific advice on both the biophysical and social aspects of cave management – for example, cave climate, cave ecosystem, karst features, catchment management, visitor experience, aesthetic environment, and educational services. The composition of the group may vary over time as required.
- The lessee will convene, resource, and facilitate the EAG.

- The EAG will elect a chair through a nomination and voting process. The chair is elected for a period of three years with renewal required every three years according to the nomination and voting process.
- The EAG will make formal recommendations to the lessee that have the consensus support of members of the Group. The lessee has the responsibility for forwarding formal recommendations from the EAG to the owners of the caves or other parties. Where there is no consensus view, the EAG will report the range of views that have arisen and the rationale underlying these.
- The EAG can make informal recommendations to *thl* based on discussions arising at the EAG meetings or through communication among the members. These recommendations are to be recorded in the minutes of the meeting.
- All members of the EAG agree to act responsibly, not to breach clear matters of confidentiality and to be circumspect with regard to business of the group.
- EAG agrees to appoint a spokesperson to deal with special issues that may arise from time-to-time. Otherwise, the chair will be the default spokesperson. In matters involving statements on sensitive issues, the EAG will consult beforehand with the lessee.

20. Monitoring

The Waitomo Glowworm Cave has a well-established environmental monitoring system. The purpose of this system is compliance monitoring, monitoring for adverse change in the cave climate and ensuring optimum conditions for the glowworms and speleothems are maintained. Environmental monitoring information and items of significance are reported monthly to the cave management committee. In the case of significant events, management should notify the committee chair in a timely manner. Material decisions are made only by the cave management committee with the EAG acting as advisor.

Monitoring system management

System oversight will be the responsibility of the Environmental Manager. Installation or alteration of any aspect of the monitoring system will only be undertaken with prior consultation with the EAG. Calibration and maintenance inspections of the environmental monitoring system will be carried out by a qualified technician. Calibrations will be undertaken annually.

Microclimate

The purpose of microclimate management in the Waitomo Glowworm Cave is to balance the dual requirements of maintaining niche microclimate conditions (e.g. humidity) for the glowworms and speleothems and ventilating the cave to diffuse elevated CO₂.

Cave microclimate control protocol

The status of the cave door controls air flow through the cave. When the door is closed airflow is minimal and when the door is open the rate and direction of airflow proceeds as a function of the thermal gradient between the inside and the outside air temperature. For this reason, the cave door status can be considered the primary control on the microclimate, and with appropriate management can be utilised to 'flush' the cave when required.

Cave climate monitoring and careful management of the cave door is essential to ensure the balance between CO₂ and relative humidity is managed appropriately. Members of the EAG and *thl* have published papers on the importance of microclimate monitoring and door control in the Waitomo Glowworm Cave,

Protocol for the control of the door will be an output from the data logger. In plain language, the protocol is: between the hours 7:00 am and 7:00 pm the door will be open unless the outside

temperature is less than 13°C. Between 7:00 pm and 7:00 am the door will be open if CO₂ is greater than 800 ppm.

The instructions for this control have been set and will only be changed in consultation with the EAG.

Carbon dioxide (CO₂)

CO₂ is managed to ensure that it is kept below 2,400 ppm for 95% of the year and ensure that CO₂ concentration in any part of the cave does not at any time exceed 3,000 ppm.

These CO₂ limits were imposed in a CO₂ management trial that was initiated December 1st 2018 overseen by the EAG. At the end of the initial two-year period in October 2020, there had been full and satisfactory compliance with the trial conditions. However, due to the reduction of visitation from March 2020 associated with the COVID-19 pandemic, the new conditions were not fully tested under high visitation levels and since that time, visitation levels have not returned to pre-COVID levels. Consequently, the EAG recommends that the CO₂ management strategy should continue under constant review.

At the EAG meetings, the Environmental Manager presents a report detailing compliance with the CO₂ limits and presents an update on CO₂ management with respect to other cave microclimate parameters such as airflow and door automation.

Updates on the CO₂ status are to be delivered in the monthly report to the owners committee. Should visitation rise and CO₂ levels increase, the EAG can recommend adjustments to the CO₂ management conditions to the owners committee.

Projected CO₂ risk and response

To balance the risk of CO₂ disruption with anticipated visitor numbers, a risk assessment protocol has been developed based on environmental conditions and CO₂ levels at the start of the day. A model embedded in the supervisor's day-sheet allows approximate prediction of CO₂ levels based on visitor numbers. In addition, CO₂ levels are monitored throughout the day. The process for CO₂ risk assessment is outlined below.

Phase	Thresholds	Response	Responsible
Proactive	Acceptable risk (Y/N)	Daily availability as at 9.00 am and based on temperature forecast, below model limit Yes – no change No – amend availability	Supervising guide

CO₂ disruption management

Phase	Thresholds	Response	Responsible
Reactive	CO ₂ > 2400 ppm	Zero out remaining ticket availability	Supervising guide
	CO ₂ > 2700 ppm	1. Mandatory 30 min delay 2. Mandatory half tours/delayed tours until CO ₂ level is < 2600 ppm	Supervising guide

21. Glowworms

The glowworm population in the Waitomo Glowworm Cave is naturally occurring and vulnerable to environmental influences.

Glowworm risk management

Day-to-day operations in the cave are understood to have very little impact on the glowworms. As a precaution, operations should at all times aim to keep light and noise to a minimum. With the aim to identify and mitigate risk to the glowworms, a risk assessment prior to any non-standard operations in the Grotto will be undertaken by the Environmental Manager. Ensuring reliable air quality for the glowworms, there will be no emissions, such as exhaust fumes, fumes from welding, smoke machines or solvents in the cave at the any time. The control of the door, and therefore glowworm microclimate, will at all times adhere to the climate control protocol.

Glowworm monitoring

Glowworm photo monitoring is a method that enables objective assessment of glowworm larvae population density and light intensity. The Environmental Manager will maintain the photo monitoring system and arrange data analysis biannually. Monitoring outcomes will be reported 6-monthly and any indications of abnormal negative trends will be communicated to all parties and possible causes will be investigated.

22. Cave security

The exclusion of persons who have malicious intent is crucial if the cave is to be preserved. To this end, the cave grill door will be locked using two redundant locks every night, the door alarm will be armed every night and the cave entrance and exit will be under continuous surveillance.

23. Stream

During low flow stream conditions boats are at risk of grounding on the stream bed. Management of this, in the short term, is to deepen the channel profile using a water pump (desilting).

Desilting is subject to resource consent. All desilting activity will be documented to ensure compliance with consent and to monitor grounding risk and response. Desilting should aim to move no more than the minimum amount of sediment allowing for normal boat operations.

24. Catchment

In the long-term, management of the flow regime, water quality and sediment load of the Waitomo stream can be positively influenced by supporting improved land management practices in the Waitomo catchment. *thl* is committed to working with the Waikato Regional Council, the Waitomo Catchment Trust Board and land owners in the catchment to affect this positive change.

thl acknowledges the The Maniapoto Environmental plan which give effect to the overarching purpose of the Ngā Wai o Maniapoto (Waipā River) Act 2012 to restore, maintain and protect the quality and integrity of the waters that flow and forms part of the Waipā River.

25. Data and reporting

To ensure clear and open communication a monthly environmental report will be submitted to the Cave Management Committee. The contents of this report will include the following categories:

- Summary
- CO₂

- Environmental incidents
- Catchment
- Glowworms
- Inter-agency outreach and collaboration
- Scientific advice
- Sustainability

Environmental monitoring data will at all times be backed-up and archived in two independent locations with one location being off-site.

26. Lighting

The two objectives of cave lighting are to allow for safe access by visitors and to highlight the main features and formations in the cave. To ensure lighting is fit for purpose the following guidelines will apply:

- Light will be shades of white
- Lights will be Light Emitting Diode (LED)
- Lighting control systems will be designed to minimise the length of time lights are on
- All power systems are to have a backup that allows for safe visitor egress from the cave during a power failure.

27. Special events and filming

Visitors are not permitted to film or video within the cave to maintain the cave experience and to avoid incidents or disturbance to the glowworms.

Filming and photography is only permitted for publicity, media or education reasons and only when it relates directly to the licenced activity. Approval for any filming or photography not directly related to the licenced activity is only at the approval of the owners committee.

Events may be held in the cave provided they meet all other environmental management requirements and do not interfere with the core tour operation. Any event must have plans in place governing attendance numbers, equipment, security and contingencies should the CO₂ limit become an issue as a result of the event or adjacent tour activity.

Approval to run an event can only be granted by the owners committee who will consider the nature of the request (i.e. is it public or community benefit or commercial in nature). To assist with approval *thi* will provide as much information as possible and will capture any requests on an application form designed to cover all requirements.

28. Lampenflora

The growth of lower order plants such algae, mosses and ferns in the vicinity of artificial lights, is known as *lampenflora*. Without management lampenflora may grow to cover a significant area of the cave and become ingrained. Lampenflora growth will, firstly, be inhibited by the selection of the appropriate LED lights. When lampenflora becomes evident it will be chemically treated using the following treatment methodology:

1. Use of a water and sodium hypochlorite mixture with a 20:1 ratio (20 ml water to 1 ml sodium hypochlorite)
2. Sprayed after operating hours, at night
3. Using a spray unit capable of reaching Cathedral roof

4. Ensure that the cave door is open during treatment and the remainder of the night
5. Ensure proper personal protective equipment is used while undertaking the spraying, including, chemical rated gloves, overalls, glasses, and respirator

Treatment frequency will be at the discretion of the Environmental Manager but will, at a minimum, be undertaken biannually

29. Animal pests

Animal pests, in particular rats, use the cave as a refuge. This poses a number of issues including smell, faeces and frightening visitors. With the aim to reduce rodent activity, a rat bait station and tracking tunnel network has been established in the Lease area. This will be maintained year-round with bait replaced, in accordance with Department of Conservation pesticide management processes, on a monthly basis. In the case of resident rats in the cave, traps will be deployed rather than bait.

30. Pollution management

Pollution in the cave can enter naturally via air or water or can be carried by people. Each vector requires a specific response.

Emergency spill response

Any spill could severely affect the Waitomo Glowworm Cave. The aim of an emergency spill response is to capture and disperse pollutants before they enter the cave or stream.

Safety

In the case of a spill, the response will be supervised by a Manager or Supervisor. The first step of spill response is to identify the substance and determine the risk of exposure to people and the cave. This is likely to require locating the source of the spill. Any staff exposed to a spill will be trained and equipped with fit for purpose personal protective equipment. In the case that a spill results in fumes entering the cave, the cave will be evacuated and the cave door left open and procedures carried out in accordance with relevant Statement of Procedures.

Lint, litter and debris

Lint, litter and debris are primarily transported by people and, over time, can accumulate in the cave. This will be managed by coordinating working parties, either volunteers or staff, to collect rubbish and clean the cave. Cave cleaning working parties will be undertaken, at a minimum of, biannually.

Air

In the case that airborne pollution, such as ash, smoke or fumes are at risk of entering the cave the cave door will be immediately closed. The door will remain closed (except to allow entry and exit from the cave) for as long as necessary to exclude pollution.

Fires

There will be no open fires in the lease area.

Weed control

Weed control will be carried out in accordance with Department of Conservation guidelines.

31. Environmental incidents

All environmental incidents will be reported to the Waitomo Caves Management Committee in the monthly report and contain full information on the incident, investigation and any improvement actions resulting and recorded in the damage register.

32. Appendix 1: Summary of all Lease references

Schedule 1

Lease activity (Cave Management Plan (CMP) Section 3)

2	Lease Activity (<i>clause 4</i>)	<p>To provide a commercial cave tour guiding business within the Land to ensure the public benefit and enjoyment of the Waitomo Glowworm Cave (herein referred to as the "Cave"); which business, on the Land outside the Cave, includes retail activity ("Retail Activity") as follows:</p> <ul style="list-style-type: none"> (i) Facilities providing ticket sales for cave tours (ii) A souvenir shop (iii) A café (iv) The filming and photographing of the visitors (v) Parking and public toilet facilities <p>And such Other Activities, including functions as may be specified in any approved Cave Management Plan.</p>
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H& S plan (CMP Section 2)

13	Health and Safety/ Notification of Hazards (<i>clauses 8 and 10</i>)	<ul style="list-style-type: none"> (i) Safety Plan: <p>Required and to be audited. The safety plan shall be incorporated into the Cave Management Plan.</p>
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Fires on the land (CMP Section 30)

15	Fires on the Land (<i>clause 13</i>)	<p>Not permitted in the Cave at any time. Not permitted on the balance of the Land without the Lessor's prior written approval except for the following activities which are permitted throughout the term of the Lease without the Lessor's consent:</p> <ul style="list-style-type: none"> (a) BBQ's (b) Gas heaters or other controlled gas burning device (c) Any other fires included within an approved Cave Management Plan <p>And the Lessor approves the storage of fuel for the same purpose on the Land other than in the Cave.</p>
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Schedule 2

Definitions

- (b) “**Cave Management Plan**” means from time to time the cave management plan prepared by the Lessee and approved by the Lessor pursuant to clause 2 of this Lease (or otherwise determined by arbitration) and until such time as the initial Cave Management Plan is approved by the Lessor, means the Operational Plan currently in existence under the Licence.

Cave Management Plan

2.0 CAVE MANAGEMENT PLAN

- 2.1 The Lessee shall have in place at all times a Cave Management Plan describing:
- (i) The methods by which the Lessee proposes to comply with the Lessee's obligations contained in the following clauses of this Lease:
 - (a) Environmental Management (Clause 4)
 - (b) Employment of Qualified Staff (Clause 5)
 - (c) Access to the Cave (Clause 11)
 - (d) Signage (Clause 12)
 - (e) Improvements (Clause 14)
 - (f) Lease Activity (Clause 15)
 - (g) Health and safety (Item 13 Schedule 1, Clause 2)

And the methods by which the Lessee proposes to work with the Lessor in recognising the Trust's relationship with the Cave as described in clause 1.1 (ii).

- (ii) The maintenance and inspection specifications and schedules for buildings and facilities
 - (iii) Proposed capital developments for the coming plan period
- 2.2 The Cave Management Plan shall be reviewed every three years. A draft reviewed plan shall be provided to the Lessor for approval at least three months prior to each Cave Management Plan expiry date and, in the case of the initial draft of the Cave Management Plan, within three months following execution of the Lease. The Cave Management Plan shall not be operative until it has been approved by the Lessor, such approval shall not be unreasonably or arbitrarily withheld. Until such time as any revised Cave Management Plan has been agreed between the parties, subject to clause 2.4, the then current Cave Management Plan shall remain in force. The Lessor may request data to support the extent of any developments contained in the proposed Cave Management Plan and if the Lessor is not satisfied, acting reasonably, that the data warrants the extent, scale, size function or context or all or any of the development shown the Lessor can request changes to the proposed plan.
- 2.3 In addition to the provisions contained in clause 2.2 above, either party may propose changes to the Cave Management Plan relating to the implementation methods of complying with the other party's obligations under this Lease following, for example (but without limitation), a change in technology. The Lessor and the Lessee shall discuss such proposed changes in good faith and within a reasonable time following receipt of the proposed changes from the other party.
- 2.4 Upon each review under clause 2.2, the Lessee may resubmit the Cave Management Plan in its existing form for approval by the Lessor, provided it has actively reviewed the existing plan in consultation with the Lessor.
- 2.5 Until such time as the initial Cave Management Plan is agreed between the Lessor and the Lessee, the Operational Plan currently in use under the Licence shall remain in force and shall govern the management of the Cave.

2.6 In the event that the parties are not in agreement regarding the content of the revised Cave Management Plan within 6 months of the expiry date of the prior Cave Management Plan, and in the case of the initial Cave Management Plan within 9 months of execution of the Lease, the agreed content will be adopted into the Cave Management Plan and the content not agreed will be referred to the dispute resolution process (in which respect the arbitrator shall be directed to take into account clause 2.7 below) pursuant to clause 22 of the Standard Terms and Conditions of Lease.

2.7 The parties acknowledge and agree that the provisions of this Lease being:

- (i) The First Schedule
- (ii) The Special Conditions
- (iii) The Standard Terms and Conditions of the Lease
- (iv) The Associated Schedules

Shall govern the covenants and obligations on each party under this Lease and where any question arises as to whether or not a party has complied with any given obligation under this Lease, the provisions of this Lease shall be the sole reference to determine that question. The Cave Management Plan shall set out the intended process for complying with such obligations but shall not have the effect of varying any of the covenants and obligations contained within this Lease.

Environmental Management

4.0 ENVIRONMENTAL MANAGEMENT

4.1 Retention of Expertise (CMP Section 18)

- (i) At all times the Lessee shall retain (whether by way of employees or external consultants) sufficient expertise as reasonably required to properly manage the Cave environment in accordance with the Lease and the Cave Management Plan to include:
 - (a) An independent advisory group ("Advisory Group") with knowledge of all aspects of the Cave environment (with terms of reference to be approved in the Cave Management Plan)
 - (b) Staff or consultants with the skills and decision making capacity to meet and direct the environmental management requirements of the Cave on a day-to-day basis
 - (c) A cave manager (whether as an employee or external consultant) with a demonstrable appreciation of cave conservation and cave management
- (ii) The Lessor shall retain or have access to sufficient expertise (where relevant) as reasonably required to fulfil the Lessor's obligations and to properly exercise the Lessor's rights under the Lease

4.2 Plant and animal control (CMP Section 29)

- (v) Lampenflora shall be removed from the Cave as reasonably required by the Lessor. Chemical removal of lampenflora shall be only carried out using methods, chemicals and timings described in the Cave Management Plan.

4.3 Exclusion of harmful materials and equipment (CMP Section 30)

- (i) No material or equipment shall be allowed into the Cave that may affect the natural values of the Cave (including biological, climate and geological values) or affect visitor satisfaction, unless prior written permission is obtained from the Lessor (whether through the Lessor's approval of the Cave Management Plan or otherwise). Such material and equipment includes all chemicals and fuels, any potential sources of energy such as heat, noise and light, and any equipment (including generators) that may generate such materials.
- (ii) The Lessee shall have in place at all times contingency for fuel or chemical spill events in to the Waitomo Stream. Such contingency shall include appropriate planning,

equipment and staff training. A 'Spill Contingency Plan', describing methods by which this requirement under the Lease will be achieved, shall be incorporated in the Cave Management Plan.

- (iii) The Lessee will not permit visitors within the Cave or the Cave entrance areas to use any mechanism or device whatsoever for the recording of visual images or the transmission of visual images, without the specific approval in writing of the Lessor. The Lessee itself will not, notwithstanding Clause 2(iv) of Schedule 1, use any such mechanism or device other than as approved in the Cave Management Plan, or otherwise approved by the Lessor (such approval not to be unreasonably withheld in the case of bona fide commercial promotional work, proposals for which the Lessee may include within the Cave Management Plan).

4.5 Management of Cave climate (CMP Section 20)

- (i) The Cave Management Plan shall include a Climate Management Protocol for the management of cave climate to protect the features and processes of the Cave, and in particular, to provide guidance on appropriate ventilation measures in the context of extant or predicted visitation rates, internal and external temperatures and humidity, carbon dioxide levels, other pollutants, flooding and any other relevant factors.
- (iii) For the purpose of monitoring levels of carbon dioxide concentration the Lessee will calibrate and maintain in effective operating condition such devices for measuring those levels. The Cave Management Plan will set out the steps to be taken by the Lessee in complying with this clause 4.5 (i).

4.6 Monitoring programme CMP (Section 20)

- (i) The Lessee will monitor, in such manner as the Lessor shall reasonably determine, (and which shall be set out in the Cave Management Plan), the cave climate, speleothems, sediment deposits, water quality, Cave fauna, visitor numbers, visitor satisfaction and such other factors as the parties may agree (each acting reasonably).

4.9 Desilting CMP (Section 23)

The Lessee may carry out desilting of the Glowworm Grotto to allow passage of boats through the grotto. Such desilting shall be carried out under conditions incorporated in the Cave Management Plan.

Employment (CMP Section 6)

5.0 EMPLOYMENT OF QUALIFIED STAFF

- (i) The Lessee shall ensure that staff employed at the Cave shall be trained and qualified as is reasonably appropriate to their position and also ensure that the ratio of full time to part time and casual staff will be sufficient to ensure (1) a stable workforce is maintained that provides a consistent high quality visitor experience; and (2) the principles for the management detailed in clause 1 of this Lease are reflected in the management of these staff.
- (ii) When employment opportunities are available, the Lessee shall first offer such opportunities to beneficiaries of the Ruapuha Uekaha Hapu Trust who in the reasonable opinion of the Lessee have suitable qualifications and attributes, and then to people living within 30 km of the Cave who in the reasonable opinion of the Lessee have such suitable qualifications and attributes.
- (ii) The Cave Management Plan shall include a process for implementing this clause 5.0 (i) and (ii).

Access (CMP Section 7)

11.0 ACCESS TO THE CAVE

11.1 The Lessee shall take reasonable steps to keep the Land secure. The Cave Management Plan shall set out the steps intended to be taken by the Lessee to comply with this clause 11.1.

11.10 The Cave Management Plan shall incorporate the policy for granting complimentary or nominally priced access to any persons by the Lessee.

Signage (CMP Section 7)

12.0 SIGNAGE

(i) This clause 12 shall be in substitution for clause 19 of the Standard Terms and Conditions of Lease.

(iii) There shall be no advertising signage within the Cave. Save as set out in the Cave Management Plan no other signage shall be placed within the Cave without the written approval of the Lessor. The Lessor's approval to such other signage shall not be unreasonably withheld and the Lessor shall have regard to the nature of the signage currently erected within the Cave.

Improvements (CMP Section 8)

14.0 IMPROVEMENTS

14.1 Development of New Improvements

(ii) In considering an application for consent under clause 14.1, the Lessor may, in the Lessor's sole and absolute discretion, decline the grant of such approval save that where improvements are proposed to cost-effectively enable the Lessee to perform its obligations under this Lease the Lessor's consent shall not be unreasonably withheld. The Lessor may also impose any reasonable terms and conditions, as the Lessor considers appropriate under this clause. The inclusion of any development or part thereof in the Cave Management Plan does not constitute implied or express consent under this clause. If a proposed improvement under this clause is shown in the same size, scale, construction, location, context and purpose on a current and approved Cave Management Plan, consent from the Lessor shall not be unreasonably or arbitrarily withheld.

Lease activity (CMP Section 9)

15.0 LEASE ACTIVITY

15.1 The Lessee shall first obtain the Lessor's consent to change any Retail Activity or Other Activity set out in Item 2 of Schedule 1.

15.2 Any variation to either the Retail Activity or Other Activity as set out in Schedule 1 shall be recorded in the Cave Management Plan.

Interpretation (CMP Section 9)

20.0 INTERPRETATION OF STANDARD TERMS AND CONDITIONS

20.1 The parties agree that the Standard Terms and Conditions of Lease apply to this Lease but only insofar as they are not negated, varied or substituted by the Special Conditions.

20.2 The parties agree that the following clauses of the Standard Terms and Conditions of Lease are negated, varied or substituted by the Special Conditions as set out below.

Clause 11 - Lessor's Directions

- (a) Clause 11 is qualified to state that any Lessor's notice or direction which purports to modify the Lease Activity on the Land may only be modified by the agreement between the parties. Any such agreement shall be recorded in the Cave Management Plan.

33. Appendix 2: Summary Critical Health & Safety Documentation

thl Global policy:

Health Safety & Wellbeing Policy (*thl*)

Personal Protective Equipment policy

Incident reporting & Investigation – Ecoportal Procedures

Global Critical Risk Standards

Speak up policy

Risk Management & Use of the Risk Register

Discover Waitomo Policy

Emergency Management Plan 2024

Contractor Management

Pre employment checklists & assessments

Induction of employees for both WGC site & Discover Waitomo
Safe Operating Procedure templates

Health & Safety Committee & Sub Committees

Internal & External Audit/Inspection commitments

Provision of First Aid & First Aid facilities

Procedure for setting annual objectives

Employee Rehabilitation Policy

Pandemic Working Plan – WGC
Rapid Antigen Testing (RAT) SOP

Relevant Safe Operating Procedures by department

Crisis Planning