

Licence to Occupy Land

NZ Transport Agency Waka Kotahi (Licensor)

*Director-General of Conservation for the Department of Conservation
(Licensee)*

State Highway 6
Punakaiki
Property reference WBS **88335442**
LINZ Parcel ID 7550933.

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LICENCE TO OCCUPY LAND

Date: 25/11/2025

PARTIES

NZ Transport Agency, a Crown Entity established under section 93 of the Land Transport Management Act 2003 (**Licensor**)

Director-General of Conservation for the Department of Conservation, a department established under section 5 of the Conservation Act 1987 (**Licensee**)

BACKGROUND

- A The Licensor has the sole powers of control for all purposes of State Highways and motorways under sections 61 and 80 of the Government Rounding Powers Act 1989.
- B All of the Land is unformed.
- C The Licensor is the controlling authority of the Land, and has the power to grant a licence of the Land under sections 61A and 68 of the Government Rounding Powers Act 1989.
- D The Licensor and the Licensee have agreed that the Licensor will grant a licence of the Land to the Licensee, and the Licensee will take a licence of the Land.

GRANT OF LICENCE

The Licensor grants to the Licensee, and the Licensee takes from the Licensor, a non-exclusive licence to occupy the Land, and to have access to the Land in common with the Licensor, on the terms and conditions set out in this Licence.

EXECUTION

Signed for and on behalf of the
Transport Agency by Stephen Cottrell acting

pursuant to delegated authority:

9(2)a

Signed for and on behalf of the Director-General of
Conservation by _____ as
Licensee acting pursuant to delegated authority: _____ in the presence of:

9(2)a

9(2)a



Name:

Occupation:

Address:

FIRST SCHEDULE

LAND:	That part of State Highway 6 being 5824 square metres being Section 14 on Survey Office Plan 461379 shown outlined blue on the Licence Plan attached as the Third Schedule
WBS/LINZ PARCEL ID	WBS 88335442 LINZ Parcel ID 7550933
INITIAL TERM:	5 years
COMMENCEMENT DATE:	1 July 2025
EXPIRY DATE:	1 July 2035 (subject to earlier termination pursuant to clause 2)
TERMINATION NOTICE PERIOD	6 months
RIGHT OF RENEWAL:	Four further terms of 5 years
RENEWAL DATES:	1 July 2030, 1 July 2035, 1 July 2040, and 1 July 2045 <i>(Final Expiry 1 July 2050)</i>
LICENCE FEE:	\$1.00 plus GST for the Initial Term and any Renewed Term if demanded
MONTHLY LICENCE FEE PAYMENTS:	N/A
LICENCE FEE PAYMENT DATES:	N/A
LICENCE FEE REVIEW DATES:	N/A
PERMITTED USE:	To establish, operate and manage a paid carparking facility on the Land for public access to conservation areas.
NO ACCESS PERIOD:	Not applicable
ADDRESSES FOR NOTICES:	Licensor: The New Zealand Transport Agency C/- Darroch Ltd PO Box 13443, Armagh, Christchurch c/o debbie.drewett@darroch.co.nz Licensee: The Department of Conservation Christchurch Mail Centre, Private Bag 4715 christchurch@doc.govt.nz

SECOND SCHEDULE

1 TERM AND RENEWAL

1.1 The term of this Licence will be for the Initial Term, commencing on the Commencement Date and expiring at midnight on the Expiry Date, subject to renewal in accordance with clause 1.2 and early termination in accordance with clause 2.

1.2 If the Licensee has:

- (a) a right or remaining right of renewal;
- (b) not been in breach of this Licence; and
- (c) given to the Licensor written notice to renew this Licence at least 6 months before the relevant Renewal Date;

then the Licensee will be granted a renewal of the Term for a Further Term and otherwise on the terms and conditions as this Licence.

2 EARLY TERMINATION

2.1 The Licensor named in this Licence (but not any successor in title to the Land) may at any time terminate this Licence in whole or part (at its sole and absolute discretion) by giving not less than 6 months' notice (**Termination Notice**) in writing to the Licensee.

2.2 From the expiry of the period specified in the Termination Notice:

- (a) every estate and interest of the Licensee in the Land and in this Licence will determine and cease absolutely, but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach; and
- (b) clause 12 (which deals with reinstatement) will apply.

2.3 The Licensee will not be entitled to any form of compensation or damages for any early termination by the Licensor pursuant to clause 2.1, on account of any inconvenience or loss suffered by the Licensee, as a consequence of such termination.

2.4 The parties acknowledge that clauses 2.1 to 2.3 reflect the fact that the Land is held by the Licensor for a public work, and is therefore an essential term which is paramount to, and will operate notwithstanding, any other provision in this Licence. The parties further record their current intention for this Licence to continue until the Land is set apart or otherwise vested in the Licensee as set out in clause 2.5.

2.5 The parties acknowledge that by virtue of the Agreement for Exchange of Land dated 5 January 2014 between the Licensor and the Minister of Conservation attached at the Sixth Schedule (**Exchange Agreement**), the Licensor has conditionally agreed to procure the Minister of Lands to set the Land apart for reserve purposes under section 52 of the Public Works Act 1981. The parties further acknowledge and agree that this Licence will terminate with immediate effect upon

the Land being set apart for reserve purposes pursuant to the Exchange Agreement or otherwise vested in the Licensee.

3 LICENCE FEE AND OTHER MONIES AND INTEREST

3.1 The Licensee will pay to the Licensor:

- (a) the Licence Fee, on the Commencement Date, if demanded;
- (b) upon demand, any other reasonable costs and expenses incurred by the Licensor which the Licensee is required to pay under clause 14, after receipt of an invoice from the Licensor.

3.2 The Licensee will pay the Licence Fee by automatic bank authority or as the Licensor may otherwise direct.

4 GOODS AND SERVICES TAX

The Licensee will pay to the Licensor upon demand any Goods and Services Tax chargeable by the Licensor under the Goods and Services Tax Act 1985 in respect of:

- 4.1 any goods or services supplied by the Licensor for which payment is to be made by the Licensee, either directly or indirectly, under this Licence (including the payment of the Licence Fee); and
- 4.2 any payments paid or payable by the Licensee under this Licence or paid by the Licensor on behalf of the Licensee.

5 PERMITTED USE

5.1 The Licensee must not in any circumstances:

- (a) use the Land:
 - (i) for any purpose other than the Permitted Use;
 - (ii) in any noisy, noxious, offensive or illegal manner; or
 - (iii) for any residential or illegal purpose;
- (b) store or use inflammable or dangerous substances upon the Land; or
- (c) do anything which in the opinion of the Licensor may become a nuisance, disturbance or obstruction, or cause damage, whether to the Licensor or to neighbouring owners or occupants.

5.2 If the Permitted Use is permissible only with the consent, permit or permission of any authority, or under or in pursuant to any statute, Regional and District Plans, regulation, other enactment or order of Court, the Licensee must obtain .

- (a) such consent, permit, permission or order at the sole cost and expense of the Licensee including, but not limited to, any costs or financial contributions involved in complying with any conditions of such consent, permit, permission or order obtained; and
- (b) the approval of the Licensor to the conditions of that consent, permit, permission or order, such approval not to be unreasonably withheld.

5.3 The Licensee may construct or erect Improvements as specified in clause 11 and the Fourth Schedule provided that the Licensee shall comply with the further provisions relating to the Improvements set out in clause 11 and the Fifth Schedule.

6 NO WARRANTY AND LICENSEE'S ACKNOWLEDGEMENT OF RISK

6.1 The Licensor does not warrant that:

- (a) the Land is or will remain suitable or adequate for the Permitted Use or any of the Licensee's purposes; or
- (b) the Permitted Use, or any other use, is a permitted activity under the relevant Regional or District Plans.

6.2 The Licensee accepts the Land as being satisfactory in all respects and with full knowledge of, and subject to, any prohibitions or restrictions on the use of the Land. The Licensee acknowledges that it has entered into this Licence completely in reliance on its own skill and knowledge, and not in reliance on any warranty or representation by or on behalf of the Licensor.

6.3 The Licensee agrees to occupy and use the Land and any Improvements at the Licensee's risk.

7 THE LICENSOR'S RIGHT TO ENTER AND USE THE LAND

This Licence in no way limits the Licensor's free use of the Land:

- (a) The Licensor, and all other persons authorised by the Licensor, may in good faith and in consultation with the Licensee, enter onto any part of the Land at any time, and for any purpose. In exercising this right of entry, the Licensor will use reasonable endeavours to ensure that no disturbance or inconvenience is caused to the Licensee and the Licensee's property on the Land.

8 MAINTENANCE OF THE LAND

8.1 The Licensee will keep and maintain the Land, and take all reasonable steps to protect the Land, including buildings, fixtures or fittings, installations, fences, hedges, trees (including shelter belts), gates and any sealed areas or other property of the Licensor, free from any damage by the Licensee, the Licensee's employees, agents or invitees.

8.2 The Licensee will keep all drains, ditches, creeks and watercourses on the Land open and clear of debris.

- 8.3 The Licensee will not bring about the cause of any waste of the Land or any contamination to the Land, and will not disturb the surface of the Land, apart from such disturbance as is necessary for the construction and maintenance of the Improvements.
- 8.4 The Licensee will regularly remove all rubbish from the Land and maintain the Land in a clean and tidy condition to the satisfaction of the Licensor.
- 8.5 The Licensee will not plant, or allow to be planted, any hedges or trees on the Land and will not construct or allow to be constructed any structures on the Land, except for the Improvements permitted pursuant to this Licence.
- 8.6 If the Licensee defaults in any of its obligations to maintain or repair under this Licence, the Licensor may arrange for such repair or maintenance to be undertaken at the cost of the Licensee, but without prejudice to the Licensor's other rights and remedies under this Licence. The Licensee must immediately reimburse the Licensor for any such expense reasonably incurred by the Licensor.
- 8.7 The Licensee will not directly or indirectly require (or take any steps that would impose such a requirement), under the Fencing Act 1978 or otherwise, the Licensor to fence any boundary between the Land and any adjoining land owned or occupied by the Licensee, or to contribute to the cost of any such fence or any work on it.

9 STATUTORY COMPLIANCE

- 9.1 The Licensee must at all times comply with all:
- (a) statutes, ordinances, bylaws, regulations and other lawful requirements which relate to the Land, or which relate to the Licensee's use of the Land; and
 - (b) licences, permissions, notices, orders, consents, requisitions, conditions or requirements which may be given or required by any relevant authority.
- 9.2 Without limiting the Licensee's obligations under clause 9.1, the Licensee must:
- (a) comply with all obligations of an owner or occupier which are imposed on such parties under the Building Act 2004;
 - (b) comply with the requirements and obligations imposed by the Resource Management Act 1991; and
 - (c) do all things necessary as the occupier of the Premises to comply with the Health and Safety at Work Act 2015 (**HSW Act**) including:
 - (i) ensuring, so far as is reasonably practicable, that the Premises and anything arising from the Premises are without risks to the health and safety of any person;
 - (ii) notifying the Licensor immediately if the Licensee becomes aware of any hazard or risk on the Premises, or in the vicinity of the Premises, which might, or may have the potential to, harm any person and for which the Licensor would be liable to remedy;

- (iii) developing, implementing and at all times during the term of this Licence maintaining a programme promoting the health and safety of people in the Premises and a system of auditing such programme, and upon receiving a written request by the Licensor the Licensee will provide reasonable details of the programme implemented by the Licensee and access to that system; and
- (iv) complying with any notices issued by the regulator unless the work required by a notice would otherwise be work required to be undertaken by the Licensor under this Licence.

9.3 If requested by the Licensor, the Licensee must provide to the Licensor a health and safety management plan for the Land having regard to the Licensee's intended use and occupation of the Land, and a site-specific hazard register. The Licensee must review such plan at least annually and, if requested by the Licensor, submit the reviewed plan to the Licensor on each anniversary of the Commencement Date. The Licensor may make recommendations to such plan or any revised plan from time to time, and the Licensee must comply with those recommendations.

10 CONTAMINATION

10.1 The Licensor does not require the Licensee to prepare and present to the Licensor a report, prepared by an expert, certifying the extent (if any) of contamination that may exist on the Land as at the Commencement Date of this Licence and a further report certifying that the Licensee has complied with all requirements relating to contamination under this clause 10 as at the Expiry Date of this Licence.

10.2 The Licensee must, throughout the Term, adopt practices to avoid and mitigate contamination to the Land consistent with any mandatory code of practice, and any statutory or regulatory requirements in existence from time to time. Before the Expiry Date, the Licensee must remove the adverse effects of any contamination to:

- (a) the Land; and
- (b) any land, including water (whether over or under the ground), surrounding the Land which may have become contaminated directly or indirectly due to the Licensee's occupation and use of the Land;

by carrying out all necessary work required (after full consultation with the Licensor and the appropriate authorities) to return the Land and the surrounding land to the same condition as they were in at the Commencement Date, or as agreed between the parties.

10.3 The Licensee's obligations contained in clause 10.1 will, in relation to the Resource Management Act 1991, be limited to responsibility for any contamination or other activity or inactivity directly or indirectly caused or carried out by the Licensee, or arising out of the use and occupation of the Land by the Licensee, except to the extent that the contamination, activity or inactivity arises out of the wilful act or negligence of the Licensor or any other occupier of the Land.

11 SIGNAGE

- 11.1 The Licensee may install, inspect, maintain, display and place on the Land the signs specified in the Fourth Schedule provided that the Licensee must place the signs in the locations specified in the Fourth Schedule. The Licensee may also exhibit advertising on such signs provided the advertising is for the purposes of the Permitted Use or for Conservation purposes.

12 LICENSEE'S OBLIGATIONS ON EXPIRY OR TERMINATION

- 12.1 The Licensee will not be required to remove any Improvements before the expiry or earlier termination of this Licence. Should this licence be terminated by the Licensor as provided in clause 2.1 then clause 17 will apply.
- 12.2 Termination of this Licence will be without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach.

13 NZTA AND DOC RELATIONSHIP

The parties acknowledge that they are components of the His Majesty the King in right of New Zealand. It is therefore acknowledged that they are incapable of creating a legally binding relationship with each other. Notwithstanding this, the parties agree that it is their common intention that the provisions of this agreement be binding in honour to the intent that the parties are bound as if they were capable of creating a legally binding contractual relationship.

14 COSTS

The Licensee will pay, as invoiced by the Licensor:

- 14.1 the Licensor's reasonable solicitors' costs of and incidental to the negotiation, preparation and execution of this Licence and any variation, extension, or surrender (whether or not any such transaction actually proceeds to completion);
- 14.2 the Licensor's costs (including legal and other professional advisory costs) of, and incidental to, the consideration of any request by the Licensee for the Licensor's consent where such consent is required under this Licence (whether or not any such transaction actually proceeds to completion); and
- 14.3 the Licensor's actual legal (as between solicitor and client) and other costs of and incidental to the enforcement, or attempted enforcement, of the Licensor's rights, remedies and powers under this Licence.

15 DEFAULT

If at any time the Licensee is in breach of any covenant under this Licence and that breach has not been remedied within the time period specified in a notice pursuant to section 246 of the Property Law Act 2007 served on the Licensee, the breach will be treated as a dispute and resolved in accordance with clause 17.

16 NO ASSIGNMENT

- 16.1 This Licence is personal to the Licensee. This Licence may not be assigned or otherwise disposed of. The Licensor consents to the Licensee engaging a third party to manage and enforce the collection of payments for car parking within the Land in accordance with the Permitted Use.

17 DISPUTE RESOLUTION

- 17.1 The parties acknowledge that they wish to avoid or minimise any differences or disputes arising out of and from the terms of this Licence. The parties therefore agree that if any difference or dispute arises between them they will actively, openly and in good faith negotiate that difference or dispute with a view to achieving a quick resolution. If the dispute is not resolved within thirty (30) working days of the dispute arising, the dispute shall be referred to the Chief Executives of the parties for negotiation and resolution.

18 STATUTORY ROLE

- 18.1 Nothing in this Licence will override the Transport Agency's statutory and regulatory role under the Government Rooding Powers Act 1989, the Land Transport Management Act 2003 or any other Act, regulation or by-law, and the performance by the Transport Agency of that role and as a Crown entity (the ***Transport Agency's Role***).
- 18.2 Nothing in this Licence is to be taken to imply any approval under the Transport Agency's Role, other than an approval expressly recorded in this Licence pursuant to s68(2) Government Rooding Powers Act 1989.
- 18.3 If there is a conflict between the provisions of this Licence and the Transport Agency's Role, then the Transport Agency's Role will prevail.
- 18.4 When any approvals or consents are required under this Licence, the Licensor:
- (a) may have regard to the Transport Agency's Role; and
 - (b) will not be acting unreasonably or arbitrarily if it declines its consent or approval, or imposes conditions on any such consent or approval, on the grounds (in its sole and absolute discretion) of the Transport Agency's Role.

19 HOLDING OVER

If the Licensor permits the Licensee to remain in occupation of the Land after the expiry or earlier termination of this Licence, the Licensee's occupation will be on the same terms as this Licence except that the Licensee's occupation will be terminable by either party giving one month's notice.

20 WAIVER

No waiver or failure to act by the Licensor in respect of any breach by the Licensee will operate as a waiver of another breach.

21 NOTICES

21.1 All notices including requests, demands and other communications under this Licence, to be given by a party to any other party must be in writing and:

- (a) signed by the party itself or on its behalf by its solicitor, property manager, or other authorised person; and
- (b) given or served:
 - (i) in the manner provided in the Property Law Act 2007 where that Act applies; or
 - (ii) in all other cases, by personal delivery or facsimile transmission to the recipient's address for service or as otherwise directed by the relevant party, or (in the case of a notice from the Licensor to the Licensee) by being affixed to the Land.

21.2 Any notices under clause 21.1(b)(ii) will be deemed given, served and received:

- (a) when personally delivered or affixed to the Land; or
- (b) on the first Working Day following the day of facsimile transmission.

21.3 Unless and until changed under clause 21.4, the addresses for service of the parties are as set out in the First Schedule.

21.4 A party may, by notice to the other, change its address for service.

22 LICENCE NOT A LEASE

22.1 This Licence is intended as a personal privilege and is not to take effect as a lease, right of first refusal or option to purchase the Land, nor does it create any legal estate or interest in the Land.

23 IMPLIED RELATIONSHIPS

Nothing contained in this Licence will be deemed or construed or constitute any party or parties' agent or representative, or be deemed to create any trust, commercial partnership or joint venture.

24 SEVERABILITY

If any part of this Licence is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this Licence.

25 **PARTIAL INVALIDITY**

The invalidity of any part or provision of this Licence will not affect the enforceability of any other part or provision of this Licence.

26 **NON-MERGER**

The parties acknowledge and agree that certain covenants set out in this Licence will continue beyond the expiry or sooner determination of this Licence for the benefit of the parties notwithstanding expiry or sooner determination of the Licence.

27 **GOVERNING LAW**

This Licence will be construed and take effect in accordance with the laws of New Zealand.

28 **AMENDMENT**

No amendments, variations or modifications to this Licence will be effective unless made in writing and signed by or on behalf of each of the parties.

29 **ENTIRE AGREEMENT**

The parties agree and acknowledge that, except for the Exchange Agreement:

- (a) this Licence, and any valid amendments or variations to this Licence, constitute the entire agreement between the parties concerning the transaction(s) contemplated by this Licence;
- (b) this Licence replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties relating to the transaction(s) contemplated by this Licence.

30 **INTERPRETATION**

In this Licence:

30.1 references to **Licensor** mean the party named as such on the front page of this Licence, and include the Transport Agency, the successors at law of each of them and (where not inconsistent with the context) their respective officers, employees, contractors, agents and invitees, and any person authorised to exercise the Licensor's rights and powers. Specifically, the Transport Agency may (directly or through any person so authorised) exercise any of the Licensor's powers and rights under this Licence, and for the purposes of the Contracts and Commercial Law Act 2017 this Licence is accordingly intended to confer a benefit on the Transport Agency;

30.2 references to the **Licensee** mean the party named as such on the front page of this Licence, and include the Department of Conservation, the successors at law of each of them and (where not inconsistent with the context) their respective officers, employees, contractors, agents and invitees, and any person authorised to exercise the Licensee's rights and powers. Specifically, the Director-General of Conservation may (directly or

through any person so authorised) exercise any of the Licensee's rights under this Licence, and for the purposes of the Contracts and Commercial Law Act 2017 this Licence is accordingly intended to confer a benefit on the Department of Conservation.

30.3 **Improvements** means any signs and/or structures (if any) permitted by this Licence, and any other improvements, chattels, stock, equipment, machinery, fixtures or other items;

30.4 **Working Day** means:

- (a) in relation to any time period specified under the Property Law Act 2007, has the meaning given in that Act; or
- (b) in all other cases, means any day that is not a Saturday, Sunday, day between 24 December in one year to 10 January in the next year (both days inclusive), or statutory holiday in the area where the Land is located;

30.5 words importing the singular include the plural and vice versa; and

30.6 words or phrases which appear in this Licence mean and include those details supplied after those words or phrases in the First Schedule.

THIRD SCHEDULE

Licence Plan




FOURTH SCHEDULE Location and details of the proposed Signs and Structures

SIGNAGE LOCATIONS_DOLOMITE POINT_SOUTH



SIGN CODE	SIGN TYPE
ES	ENTRY SIGN
EXS	EXIT SIGN
LPR	LICENSE PLATE RECOGNITION CAMERA
PM	PARKING MACHINE
T&C	TERMS & CONDITIONS
PI	PAYMENT INSTRUCTIONS
CCTV	CCTV CAMERAS
PHS	PAY HERE
REM	REMINDER

NOTES	
<div style="border: 1px solid black; padding: 2px; display: inline-block;">CCTV_3</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">LPR_3</div>	CCTV CAMERAS MOUNTED TO LICENSE PLATE RECOGNITION CAMERA POLE
<div style="border: 1px solid black; padding: 2px; display: inline-block;">PM_3</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">PI_2</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">PHS_2</div>	PARKING INFORMATION, PAY HERE MOUNTED TO POLES BY PARKING MACHINES


 EXIT AND ENTRY SIGN MOUNTED
 TO THE SAME POLE

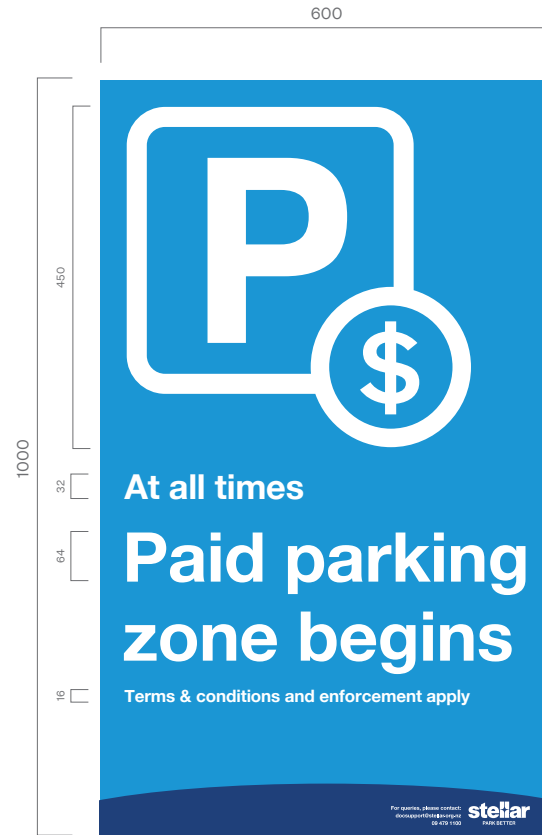
ENTRY SIGN

600mm(w) x 1000mm(h)

SIGN CODE: DOLOMITE_ES

QUANTITY: 1

ES_2



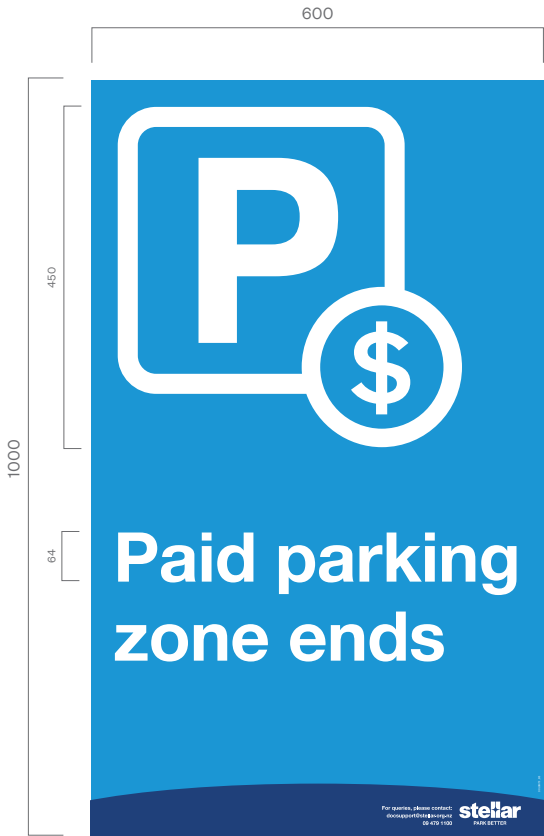
SCALE: 1:10

EXIT SIGN
600mm(w) x 1000mm(h)

SIGN CODE: DOLOMITE_EXS

QUANTITY: 1

EXS_2



SCALE: 1:10

PARKING INFORMATION

\$20 PER DAY

400mm(w) x 695mm(h)

SIGN CODE: DOLOMITE_PI_20

QUANTITY: 1

PI_2

400

695

115

28

12

12

12

28

0

0

P Parking information

YOU MUST PAY ON ARRIVAL

Parking fees apply to all vehicles,
24 hours / 7 days a week.

	Fees 0–20 min	Free No licence plate entry
	Hourly	\$5 per hour
	Daily max Expires 11.59 pm	\$20 per day

Payment can be made by using
the parking machine.

1. Enter licence plate number
2. Select parking time
3. Pay fee

ENFORCEMENT APPLIES
Please refer to the car park terms & conditions

For queries, please contact:
@starparking@starpark 09 479 1100

stellar
PARK BETTER

SCALE: 1:5

CCTV CAMERAS

400mm(w) x 400mm(h)

SIGN CODE: DOLOMITE_CCTV

QUANTITY: 1

CCTV_3



SCALE: 1:5

PAY HERE

400mm(w) x 400mm(h)

SIGN CODE: DOLOMITE_PHS

QUANTITY: 1

PHS_2



SCALE: 1:5

REMINDER

200mm(w) x 200mm(h)

SIGN CODE: DOLOMITE_REM



SCALE: 1:5

THE FAMILY



FIFTH SCHEDULE

Further conditions relating to the Structures

- 1 The Licensee may install, construct, inspect, maintain, alter, replace, and use and place the Structures (as specified in the Fourth Schedule) on the Land.
- 2 The Licensee will locate the Structures as shown in the Fourth Schedule.
- 3 The Licensee will not construct any Structures without first obtaining:
 - (a) the Licensor's approval to the construction plans; and
 - (b) the consent (on terms that are acceptable to the Licensor in its sole and absolute discretion) of any authority required pursuant to any statute, regulation or other enactment.
- 4 The Licensee must not in any circumstances use any Structures other than for their designed purpose.
- 5 The Licensee will regularly inspect the Structures to ensure that the Structures continue to comply with all relevant statutes, regulations or consents and with this Licence, and that no damage or graffiti has occurred.
- 6 If the Structures do not comply with all relevant statutes, regulations or consents, or with this Licence, or have been damaged or graffitied, the Licensee will do things necessary to put the Structures into the condition required to make them comply with the relevant statutes, regulations or consents, or with this Licence, and will repair damage or will remove graffiti immediately upon the non-compliance being made known to the Licensee.
- 7 All construction and maintenance of the Structures will be undertaken to the satisfaction of the Licensor.

SIXTH SCHEDULE

Parties

NZ TRANSPORT AGENCY

MINISTER OF CONSERVATION

AGREEMENT FOR EXCHANGE OF LAND



[Handwritten mark]

MEMORANDUM OF AGREEMENT

PARTIES

1. **THE MINISTER OF CONSERVATION** acting through the **DEPARTMENT OF CONSERVATION** ("DOC").
2. **NZ TRANSPORT AGENCY** ("NZTA")

BACKGROUND

- A. DOC administers the Paparoa National Park under the National Parks Act 1980. The Paparoa National Park is held in NZ Gazette 1987 p 5361 ("National Park Land").
- B. DOC administers Stewardship Land on the West Coast under Section 62 of the Conservation Act 1987 ("Stewardship Land").
- C. DOC administers Punakaiki Scenic Reserves on the West Coast held in NZ Gazettes 1980 p 2564 and 1986 p 3093 under the Reserves Act 1977 ("Scenic Reserves Land").
- D. NZTA as the Crown's Roding Authority requires an area of ³⁸⁹⁶~~3960~~ square metres shown as Sections 2, 4, 10, 11, 12 and 22 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Required National Park Land") from the Paparoa National Park for road for the realignment of State Highway 6 through the Paparoa National Park at Punakaiki Rocks.
- E. NZTA as the Crown's Roding Authority requires an area of 57 square metres shown as Section 1 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Required Stewardship Land") from the Stewardship Land adjoining the Paparoa National Park for road for the realignment of State Highway 6 at Punakaiki Rocks.
- F. NZTA as the Crown's Roding Authority requires an area of ³⁹⁸~~407~~ square metres shown as Section 19 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Required Scenic Reserve Land") from the Punakaiki Scenic Reserve adjoining the Paparoa National Park for road for the realignment of State Highway 6 at Punakaiki Rocks.

The Required National Park Land, the Required Stewardship Land and the Required Scenic Reserve Land together referred to as the Required Land.

- G. NZTA has identified the following parcels of legal road available for vesting in exchange for the Required Land:
 - (i) ⁶⁰~~64~~ square metres shown as Sections 3 and 5 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Exchange National Park Land" to be added to the Paparoa National Park.
 - (ii) ²⁴³⁶~~2457~~ square metres shown as Section 9 and 13 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Exchange Stewardship Land") to be Stewardship Land.

- 5880
- (iii) 5855 square metres shown as Sections 6 and 14 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors ("the Exchange Local Purpose Reserve Land") to be Local Purpose Reserve (Car Parking) - *Note: DOC intends Reserve 972 Punakaiki Scenic Reserve (Gazette 1980 p 2564) to change to Local Purpose Reserve (Car Parking).*

The Exchange National Park Land, the Exchange Stewardship Land and the Exchange Local Purpose Reserve Land together called the Exchange Land.

- H. Section 14 on draft SO 461379 ("Section 14") being legal road to be stopped provides practical physical access to the adjoining property held in computer freehold register WS 5B/1109 ("the Adjoining Land") and consent to the stopping by the adjoining owner is conditional on the adjoining owner's access being protected by an access easement registered against the title for the stopped road comprised in Section 14 prior to Section 14 being vested in DOC as Local Purpose Reserve (Car Parking).
- I. DOC has agreed to accept the vesting of Section 14 subject to an access easement in favour of the Adjoining Land.
- J. DOC has agreed to accept the vesting of the Exchange Land as part of the consideration for the acquisition of the Required Land.
- K. The parties have entered into this agreement to record the acquisition of the Required Land for road and state highway and the vesting of the Exchange Land in DOC for the Paparoa National Park, Stewardship Land and Local Purpose Reserve (Car Parking).
- L. It is noted that the Severance Area shown as Section 23 on ~~draft~~ SO 461379 prepared by ~~Chris Coll~~ surveyors is not required to be taken, as the land will remain under DOC administration.

AGREEMENT

DOC will undertake a Reserves and Other Lands Disposal Act ~~1926-2003~~ ("ROLD Act") process to remove the Required National Park Land from Paparoa National Park.

1. DOC agrees to the transfer of the Required National Park Land to NZTA for the purpose of a road and state highway in accordance with the following process:
 - (a) As soon as practicable following execution of this agreement DOC will arrange for the exclusion of the Required National Park Land from Paparoa National Park in accordance with the ROLD Act process and Section 11 of the National Parks Act 1980. The Required National Park Land will be:
 - (i) declared conservation land under the Conservation Act 1987;
 - (ii) available to be declared road under Section 114 of the Public Works Act 1981 and which pursuant to Section 5 of the Land Transport Management Act 2003 shall form part of State Highway 6.
 - (b) DOC shall notify NZTA of the enactment of the ROLD Act.

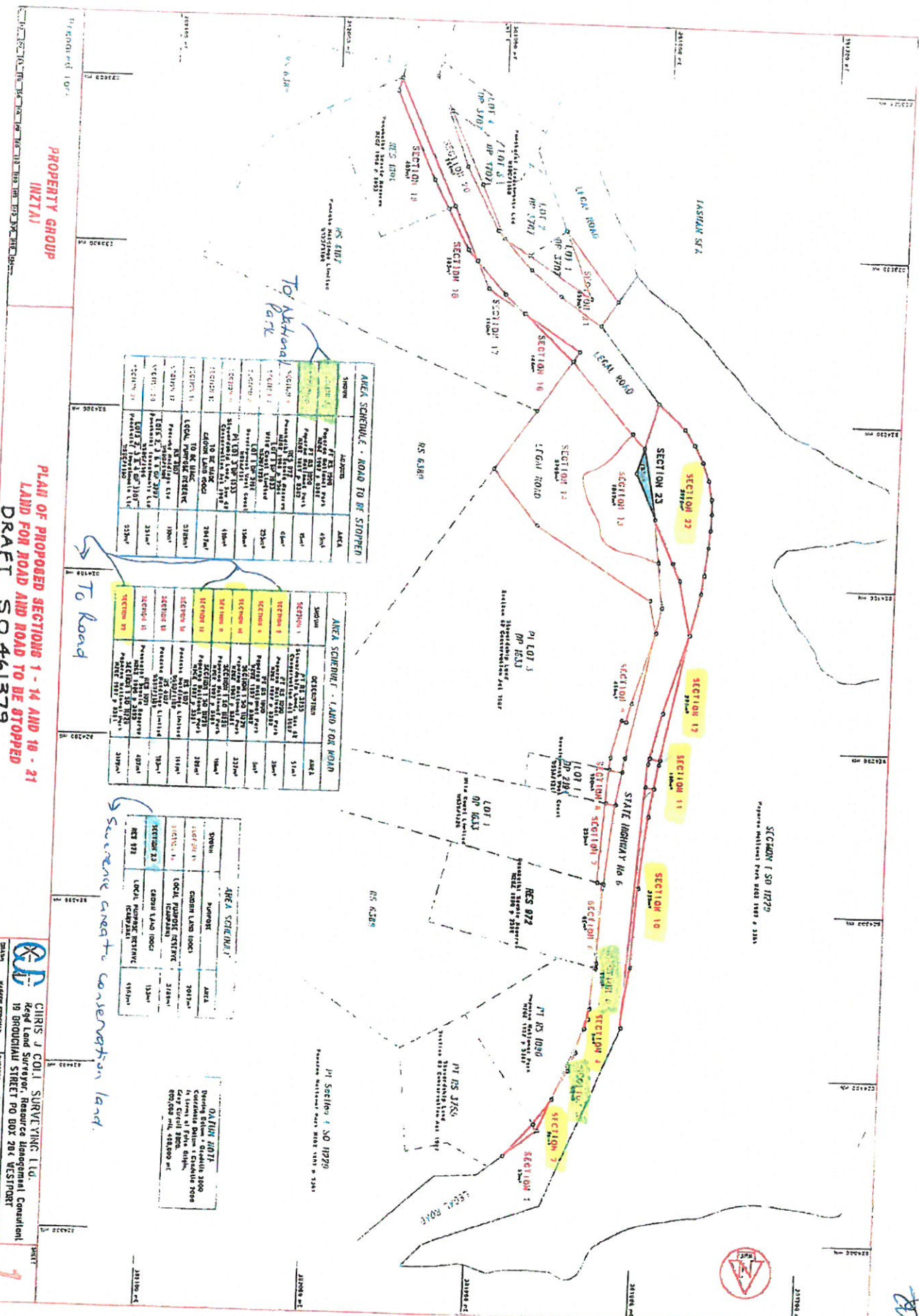
- (c) NZTA shall procure the Minister of Lands to declare the Required National Park Land road by gazette notice under Section 114 of the Public Works Act 1981 and shall arrange for the publication and registration of such gazette notice.
2. For the purposes of Section 114 of the Public Works Act 1981 DOC consents to the Required National Park Land being declared road and vested in the Crown.
3. In consideration of the acquisition of the Required National Park Land, NZTA agrees to vest the Exchange National Park Land in DOC for amalgamation with Paparoa National Park in accordance with the following process:
- (a) NZTA shall as soon as practicable following enactment of the ROLD Act procure the Minister of Lands to stop the legal road comprising the Exchange National Park Land under Section 116 of the Public Works Act 1981 and once stopped set it apart for national park purposes under Section 52 of the Public Works Act 1981.
- (b) NZTA will arrange for publication and registration of the notices referred to in those Public Works Act provisions mentioned in clause 3(a) and once registered notify DOC.
- (c) DOC shall as soon as practicable thereafter arrange for an Order in Council to be published adding the Exchange National Park Land to the Paparoa National Park in accordance with Section 7 of the National Parks Act 1980.
4. Pursuant to Section 116 of the Public Works Act 1981 DOC consents to the legal road comprising the Exchange National Park Land (Sections 3 and 5 on draft SO 461379) being stopped.
5. DOC agrees to the Required Stewardship Land and the Required Scenic Reserve Land being declared road by gazette notice under Section 114 of the Public Works Act 1981, and which pursuant to Section 5 of the Land Transport Management Act 2003 shall form part of State Highway 6.
6. In consideration of the acquisition of the Required Stewardship Land NZTA agrees to procure the Minister of Lands to stop the legal road comprising the Exchange Stewardship Land and vest it in DOC by way of amalgamation with the Stewardship Land described as Part Lot 3 DP 1633 under Section 117(7) of the Public Works Act 1981.
7. In consideration of the acquisition of the Required Scenic Reserve Land, NZTA agrees to procure the Minister of Lands to stop the legal road comprising the Exchange Local Purpose Reserve Land and:
- i. In respect of Section 6 on draft SO 461379 vest it in DOC by way of amalgamation with Local Purpose Reserve 972 under Section 117(7) of the Public Works Act 1981; and
- ii. In respect of Section 14, once stopped NZTA has agreed to grant an access easement over Section 14 in favour of the Adjoining Land as set out in clause 10.

Once the access easement has been registered against Section 14 NZTA agrees to procure the Minister of Lands to set Section 14 apart for reserve purposes under Section 52 of the Public Works Act 1981. The parties agree that DOC is to be responsible for classification of Section 14 under the Reserves Act 1977.

8. Pursuant to Section 116 of the Public Works Act 1981 DOC consents to the legal road comprising the Exchange Stewardship Land and the Exchange Local Purpose Reserve Land being stopped.
- 9.1 The parties acknowledge to enable the Adjoining Land comprised in Computer Freehold Register WS5B/1109 to enjoy continued access to State Highway 6 following the stopping of the legal road comprised in Section 14, the Adjoining Land requires an appurtenant easement right of way over Section 14.
- 9.2 This agreement is conditional upon the Crown reaching an agreement with the registered proprietor of the Adjoining Land on terms and conditions satisfactory to the Crown at the Crown's sole discretion, and the registered proprietor of the Adjoining Land as a condition of such agreement consenting to the stopping of the legal road comprised in Section 14 pursuant to Section 116 of the Public Works Act 1981.
- 9.3 Should the Crown be unable to obtain an agreement with the registered proprietor of the Adjoining Land such that the NZTA is unable to vest Section 14 in DOC, NZTA shall not be required to vest Section 14 in DOC and the Equality of Exchange payable to DOC shall be altered accordingly.
- 10.1. The Parties acknowledge that the legal road shown as Section 14 to be stopped and vested in DOC for Local Purpose Reserve (Car Parking) will be subject to a right of way easement ("the Easement") to be created pursuant to Section 48, Public Works Act 1981 over Section 14 ("the Easement Land"), to be forever appurtenant to the Adjoining Land, to provide the Adjoining Land with physical access to the highway crossing point.
- 10.2. The rights and powers of the Easement shall be those implied by the 4th Schedule to the Land Transfer Regulations 2002 and the 5th schedule to the Property Law Act 2007 with the following modifications:
 - i. DOC acknowledges and agrees that the registered owner of the Easement Land they will be responsible for maintaining repairing and/or altering the surface of the Easement Land provided the access to the Adjoining Land is not obstructed over the Easement Land.
- 10.3. NZTA shall prepare and register an easement instrument creating the Easement prior to the Section 14 being set apart as Local Purpose Reserve with the intent that the Easement is to be registered immediately after the stopping of the legal road comprised in Section 14, provided however that DOC shall have the right to peruse, modify and approve the Easement instrument prior to registration.
- 10.4. The Parties acknowledge clauses 10.1 to 10.3 confers a benefit on the registered proprietor(s) of the Adjoining Land for the purposes of the Contracts (Privity) Act 1982 and that the registered proprietor(s) of the Adjoining Land may exercise any such rights.

11. DOC acknowledges that NZTA has made no representation or warranty as to the condition of the Exchange Land or its suitability for any particular purpose and the Exchange Land is sold on a strictly 'as is' basis and shall be vested in DOC in its existing condition and the Crown is not required to make any improvements to the Exchange Land.
12. NZTA will at its cost and as soon as practicable on execution of this agreement by both parties, prepare and arrange for execution, publication and registration of a gazette notice declaring the Required Land road and state highway and vesting the Exchange Land in DOC ("the Gazette Notice").
13. The parties acknowledge that for the purposes of this agreement the values for the Required Land and the Exchange Land are as follows:
- | | |
|---------------|--------------------------------------|
| Required Land | \$44,250.00, plus GST |
| Exchange Land | \$41,850.00, plus GST |
| | \$ 2,400.00, plus GST, if any |
- Equality of Exchange**
("the Equality of Exchange")
14. NZTA shall pay the Equality of Exchange to DOC on the settlement date which shall be ten working days following the date NZTA confirms to DOC that the Gazette Notices have been executed by the Minister of Lands ("the Settlement Date"). "Working Day" shall have the same meaning ascribed to it by Section 2 of the Public Works Act 1981.
15. DOC acknowledges that NZTA will tender settlement by way of a cheque drawn on the account of NZTA, or alternatively by way of electronic transfer of funds drawn on the account of NZTA that has been made pursuant to a protocol agreed to by the parties.
16. The parties agree that the supplies evidenced by this Agreement shall be subject to the provisions of the Goods and Services Tax Act 1985 ("the GST Act"), as amended by the Taxation (GST) and Remedial Matters Act 2010, and zero rated by virtue of Section 11(1)(mb) of the GST Act.
17. NZTA warrants that:
- a) At the date of this Agreement NZTA is a registered person as required by the Act; and
 - b) NZTA will still be a registered person at the Settlement Date; and
 - c) NZTA is acquiring the Required Lands for the purposes of making a taxable supply and that will also be NZTA's intention at the Settlement Date; and
 - d) NZTA is not acquiring the Required Lands for a principal place of residence
18. DOC warrants that:
- a) At the date of this Agreement that it is a registered person as required by the Act; and
 - b) DOC will still be a registered person at the Settlement Date; and

- c) DOC is acquiring the Exchange Lands for the purpose of making a taxable supply and that will also be DOC's intention at the Settlement Date; and
 - d) It is not acquiring the Exchange Lands for a principal place of residence.
19. GST shall only be payable on production of a valid tax invoice prepared in accordance with Section 24 of the GST Act. For this purpose, NZTA and DOC shall exchange tax invoices prepared in accordance with the Goods and Services Tax Act 1985, as amended by the Taxation (GST) and Remedial Matters Act 2010, and zero rated by virtue of Section 11(1)(mb) of the Act; a reasonable time before the Settlement Date.
20. The parties acknowledge that the Required Lands and the Exchange Lands are not rated under the Local Government (Rating) Act 2002 and that apportionment of rates is not required for settlement.
21. It is acknowledged that the parties are in occupation of the Required Land and the Exchange Land respectively.
22. DOC agrees to adduce good title to the Required Land. The Required Land is to be provided free of any encumbrance to enable it to be gazetted as road and state highway.
23. NZTA agrees to pay DOC reasonable administration costs directly related to this transaction estimated at \$7,000.00, plus GST. DOC shall render an account to NZTA in respect of such reasonable administration costs and shall provide a valid tax invoice with respect to such costs in accordance with Section 24 of the Goods and Services tax Act 1985.
24. The parties acknowledge that:
- (a) the transfer of the Required Land as road and the transfer of the Exchange Land for Paparoa National Park, Stewardship Land and Local Purpose Reserve are Crown-to-Crown transactions and are exempt from the right of first refusal under Section 50(a) of the Ngai Tahu Claims Settlement Act 1998
 - (b) Te Runanga o Ngai Tahu has confirmed the exemption applies
25. The parties acknowledge that they are components of Her Majesty the Queen in right of New Zealand. It is therefore acknowledged that they are incapable of creating a legally binding relationship with each other. Notwithstanding this, the parties agree that it is their common intention that the provisions of this agreement be binding in honour to the intent that the parties are bound as if they were capable of creating a legally binding contractual relationship.



PROPERTY GROUP
INZTAI

PLAN OF PROPOSED SECTIONS 1 - 14 AND 18 - 21
LAND FOR ROAD AND ROAD TO BE STOPPED
DRAFT SO 461379

AREA SCHEDULE - ROAD TO BE STOPPED

SECTION	AREA	REMARKS
SECTION 1	4.0ha	Proposed road 10m wide
SECTION 2	4.0ha	Proposed road 10m wide
SECTION 3	4.0ha	Proposed road 10m wide
SECTION 4	4.0ha	Proposed road 10m wide
SECTION 5	4.0ha	Proposed road 10m wide
SECTION 6	4.0ha	Proposed road 10m wide
SECTION 7	4.0ha	Proposed road 10m wide
SECTION 8	4.0ha	Proposed road 10m wide
SECTION 9	4.0ha	Proposed road 10m wide
SECTION 10	4.0ha	Proposed road 10m wide
SECTION 11	4.0ha	Proposed road 10m wide
SECTION 12	4.0ha	Proposed road 10m wide
SECTION 13	4.0ha	Proposed road 10m wide
SECTION 14	4.0ha	Proposed road 10m wide
SECTION 18	4.0ha	Proposed road 10m wide
SECTION 19	4.0ha	Proposed road 10m wide
SECTION 20	4.0ha	Proposed road 10m wide
SECTION 21	4.0ha	Proposed road 10m wide

AREA SCHEDULE - LAND FOR ROAD

SECTION	AREA	REMARKS
SECTION 1	4.0ha	Proposed road 10m wide
SECTION 2	4.0ha	Proposed road 10m wide
SECTION 3	4.0ha	Proposed road 10m wide
SECTION 4	4.0ha	Proposed road 10m wide
SECTION 5	4.0ha	Proposed road 10m wide
SECTION 6	4.0ha	Proposed road 10m wide
SECTION 7	4.0ha	Proposed road 10m wide
SECTION 8	4.0ha	Proposed road 10m wide
SECTION 9	4.0ha	Proposed road 10m wide
SECTION 10	4.0ha	Proposed road 10m wide
SECTION 11	4.0ha	Proposed road 10m wide
SECTION 12	4.0ha	Proposed road 10m wide
SECTION 13	4.0ha	Proposed road 10m wide
SECTION 14	4.0ha	Proposed road 10m wide
SECTION 18	4.0ha	Proposed road 10m wide
SECTION 19	4.0ha	Proposed road 10m wide
SECTION 20	4.0ha	Proposed road 10m wide
SECTION 21	4.0ha	Proposed road 10m wide

AREA SCHEDULE

SECTION	AREA	REMARKS
SECTION 1	4.0ha	Proposed road 10m wide
SECTION 2	4.0ha	Proposed road 10m wide
SECTION 3	4.0ha	Proposed road 10m wide
SECTION 4	4.0ha	Proposed road 10m wide
SECTION 5	4.0ha	Proposed road 10m wide
SECTION 6	4.0ha	Proposed road 10m wide
SECTION 7	4.0ha	Proposed road 10m wide
SECTION 8	4.0ha	Proposed road 10m wide
SECTION 9	4.0ha	Proposed road 10m wide
SECTION 10	4.0ha	Proposed road 10m wide
SECTION 11	4.0ha	Proposed road 10m wide
SECTION 12	4.0ha	Proposed road 10m wide
SECTION 13	4.0ha	Proposed road 10m wide
SECTION 14	4.0ha	Proposed road 10m wide
SECTION 18	4.0ha	Proposed road 10m wide
SECTION 19	4.0ha	Proposed road 10m wide
SECTION 20	4.0ha	Proposed road 10m wide
SECTION 21	4.0ha	Proposed road 10m wide

DATE: 10/10/2020
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Project Name]

CLIRIS J COIL SURVEYING LTD.
 Kēpū Land Surveyor, Resource Management Consultant
 19 BROUHAU STREET, PO BOX 284 WESTPORT
 TEL: 03 301 3993 FAX: 03 301 3994
 www.cliris.coil.co.nz



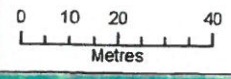
1

see map etc just off the edge of map

Punakaiki road taking and land rationalisation

Change
Parcels

Public conservation land
National Park
Reserve
Stewardship Area



Sec 5

Sec 10, 11, 12

CU K30015 Sec 1 SO 11228

Pt Reserve 1590
CU K30020
Reserve 973
Scenic Reserve to Local Purpose Reserve (Carparking)

CU K30022 Pt Lot 3 DP 1635

National Park to Legal Road

National Park to Conservation Land

Legal Road to Local Purpose Reserve (Carparking)

Legal Road to Conservation Land

Sec 22 + 23

BR

G:\G

munby_R

Dated this 30 day of May 2015

Signed by [Redacted] 9(2)a

For the Minister of Conservation, pursuant to written delegation given by the Director General of Conservation and dated 29 October 1997

[Redacted] 9(2)a

NZ Transport Agency by its State Highway Manager, Christchurch, Colin Knags pursuant to delegated authority

in the presence [Redacted] 9(2)a

Signature of witness Helen Price Name of witness

Nelson Address of witness

Personal Assistant Occupation of witness

[Redacted] 9(2)a

Stese Cottrell Name of witness

Christchurch Address of witness

Property Manager Occupation of witness

[Handwritten mark]

Parties

NZ TRANSPORT AGENCY

MINISTER OF CONSERVATION

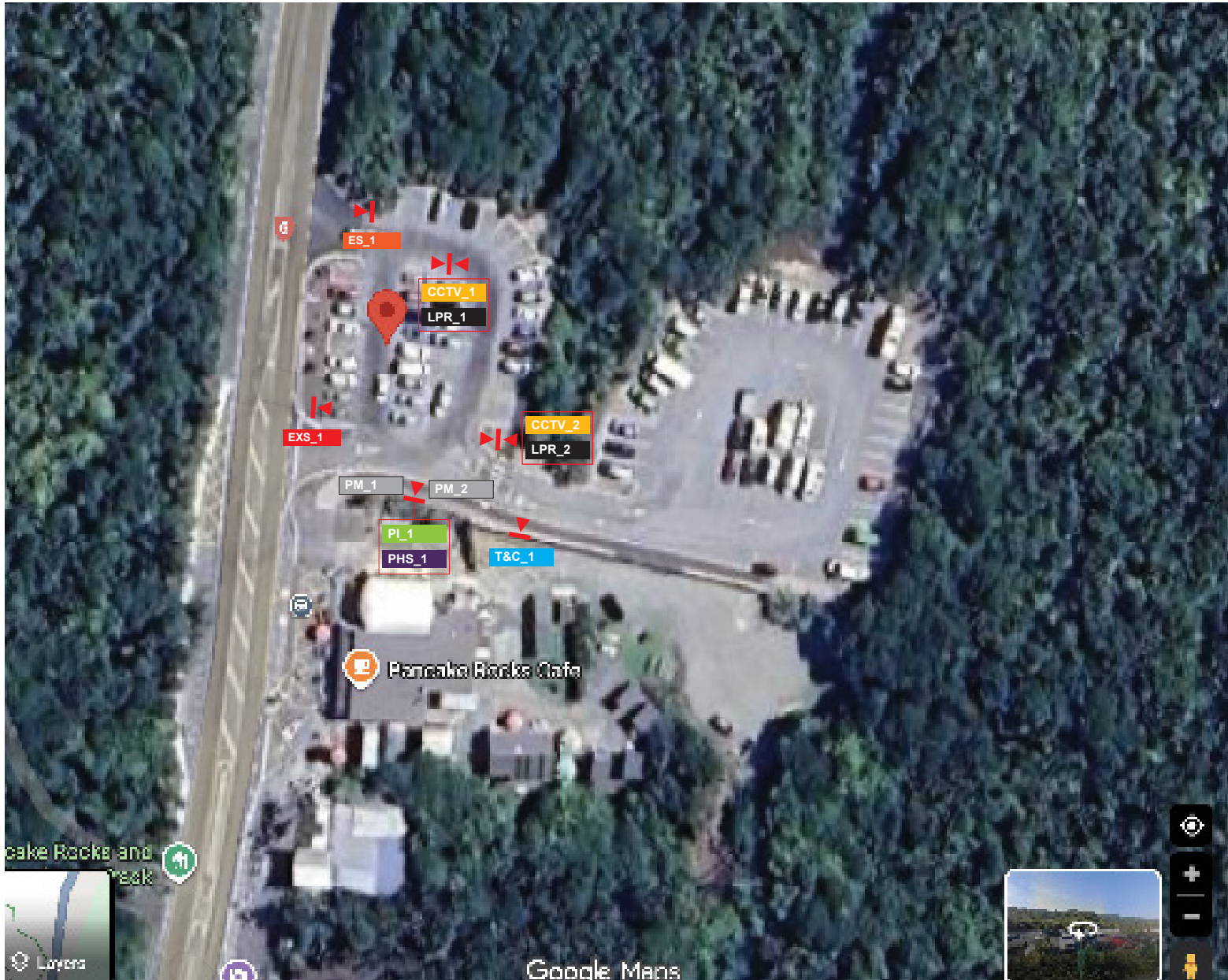
AGREEMENT FOR EXCHANGE
OF LAND



The Property Group Limited
P O Box 7240, Sydenham
CHRISTCHURCH

STELLAR
DOLOMITE SIGNAGE
6 NOVEMBER 2025

SIGNAGE LOCATIONS_DOLOMITE POINT_NORTH



SIGN CODE	SIGN TYPE
ES	ENTRY SIGN
EXS	EXIT SIGN
LPR	LICENSE PLATE RECOGNITION CAMERA
PM	PARKING MACHINE
T&C	TERMS & CONDITIONS
PI	PARKING INFORMATION
CCTV	CCTV CAMERAS
PHS	PAY HERE
REM	REMINDER

NOTES	
<p>CCTV_1</p> <p>LPR_1</p>	<p>CCTV CAMERAS MOUNTED TO LICENSE PLATE RECOGNITION CAMERA POLE</p>
<p>PI_1</p> <p>PHS_1</p>	<p>PARKING INFORMATION, PAY HERE MOUNTED TO POLE LOCATED CENTRALLY BETWEEN PARKING MACHINE 1 AND 2</p>
<p>T&C_1</p>	<p>TERMS & CONDITIONS MOUNTED TO EXISTING FENCE</p>


SIGNAGE LOCATIONS_DOLOMITE POINT_SOUTH



SIGN CODE	SIGN TYPE
ES	ENTRY SIGN
EXS	EXIT SIGN
LPR	LICENSE PLATE RECOGNITION CAMERA
PM	PARKING MACHINE
T&C	TERMS & CONDITIONS
PI	PAYMENT INSTRUCTIONS
CCTV	CCTV CAMERAS
PHS	PAY HERE
REM	REMINDER

NOTES

- CCTV_3**
LPR_3 CCTV CAMERAS MOUNTED TO LICENSE PLATE RECOGNITION CAMERA POLE
- PM_3**
PI_2
PHS_2 PARKING INFORMATION, PAY HERE MOUNTED TO POLES BY PARKING MACHINES

ES_2  **EXS_2** EXIT AND ENTRY SIGN MOUNTED TO THE SAME POLE

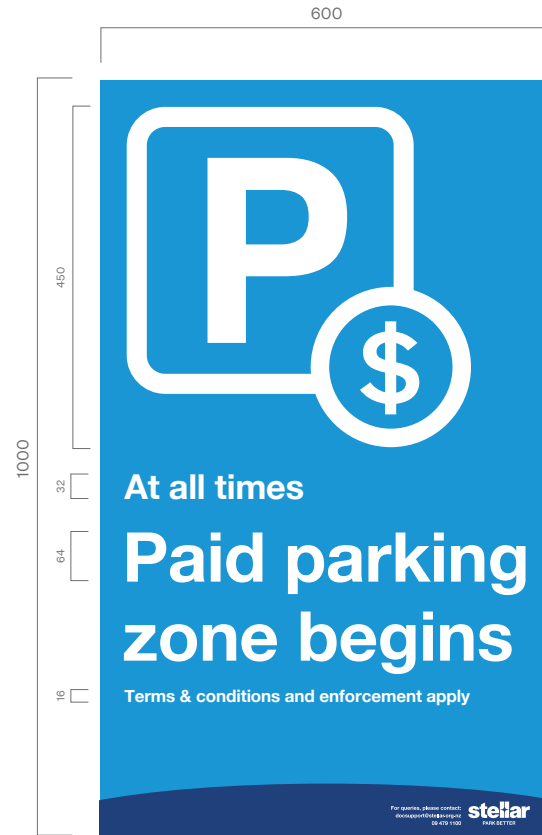
ENTRY SIGN

600mm(w) x 1000mm(h)

SIGN CODE: DOLOMITE_ES

QUANTITY: 2

ES_1
ES_2



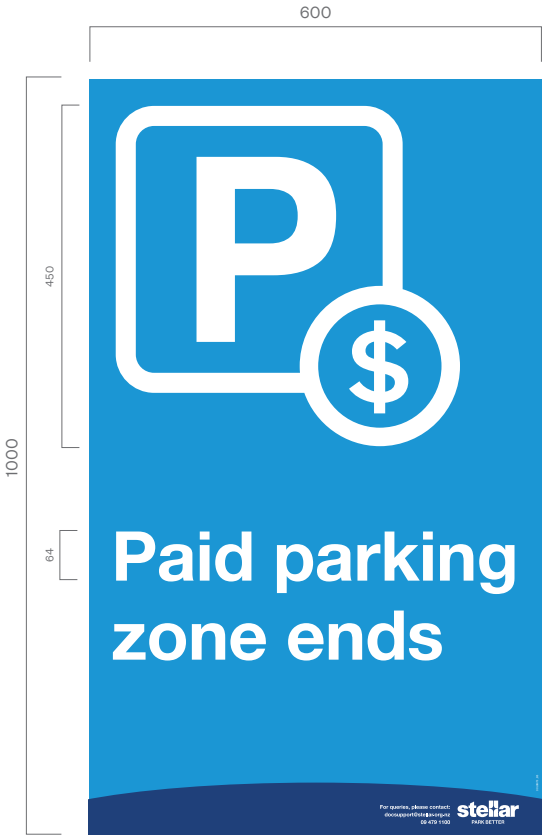
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EXIT SIGN
600mm(w) x 1000mm(h)

SIGN CODE: DOLOMITE_EXS

QUANTITY: 2

EXS_1
EXS_2



SCALE: 1:10

PARKING INFORMATION

\$20 PER DAY

400mm(w) x 695mm(h)

SIGN CODE: DOLOMITE_PI_20

QUANTITY: 3

PI_1
PI_2
PI_3

400

695

115

28

12

12

12

28

0

P Parking information

YOU MUST PAY ON ARRIVAL

Parking fees apply to all vehicles,
24 hours / 7 days a week.

	Fees 0–20 min	Free No licence plate entry
	Hourly	\$5 per hour
	Daily max Expires 11.59 pm	\$20 per day

Payment can be made by using
the parking machine.

1. Enter licence plate number
2. Select parking time
3. Pay fee

ENFORCEMENT APPLIES
Please refer to the car park terms & conditions

For queries, please contact:
dcooper@stellar.com.au
09 479 1100

stellar
PARK BETTER

SCALE: 1:5

CCTV CAMERAS

400mm(w) x 400mm(h)

SIGN CODE: DOLOMITE_CCTV

QUANTITY: 3

CCTV_1
CCTV_2
CCTV_3



SCALE: 1:5

PAY HERE

400mm(w) x 400mm(h)

SIGN CODE: DOLOMITE_PHS

QUANTITY: 3

PHS_1
PHS_2
PHS_3



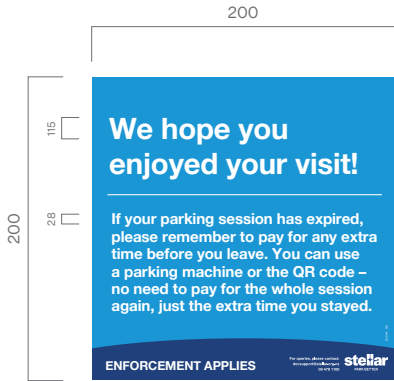
SCALE: 1:5

REMINDER

200mm(w) x 200mm(h)

SIGN CODE: DOLOMITE_REM

QUANTITY: 3



SCALE: 1:5

THE FAMILY

2800



ENTRY SIGN



EXIT SIGN



TERMS & CONDITIONS



PARKING INFORMATION
\$20



SECURITY
CAMERAS
OPERATING



PAY HERE-1



REMINDER



SCALE: 1:30

THANK YOU

I look forward to your feedback

Paid Car Park Pilot Price Structure

Edition 1: Dolomite Point and Franz Josef Glacier



Punangairi Visitors Centre, Dolomite Point. Source: Ngāti Waewae and Department of Conservation

August 2025

Experience Management and Commercial Team

Tessa Moxley – Analyst



Department of
Conservation
Te Papa Atawhai

New Zealand Government

Quality Assurance Record

Dolomite Point & Franz Josef

Project identification			
Lead Unit	Heritage and Visitors		
Director	Cat Wilson		
Project Lead	Tessa Moxley		
Report Endorsement Record			
Report prepared by:	Role	Signature	Date
Tessa Moxley	Project Lead/Commercial Analyst	s9(2)(a)	27/08/2025
Recommended for approval by:	Role	Signature	Date
Steven Kerr (Principal Commercial and Revenue Advisor)	Peer Review	s9(2)(a)	27/08/2025
Endorsed by:	Role	Signature	Date
Joe Ellingham (Principal Commercial and Revenue Advisor)	Business Owner	s9(2)(a)	27/08/2025
Carly Strausberg	Experience Management and Commercial Manager	s9(2)(a)	1/9/2025
Owen Kilgour	Director Regional Operations/ Commissioner of Reserves	s9(2)(a)	4/9/2025
Andy Roberts	Acting Director Heritage and Visitors	s9(2)(a)	10/9/2025
Approved by:	Role	Signature	Date
Cat Wilson	Acting DD-G Biodiversity Heritage and Visitors	s9(2)(a)	10/9/2025

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1 Overview

1.1 Paid parking project context

The Department of Conservation (DOC) is undertaking a paid parking pilot¹ at three sites in the South Island for the 2025/26 season. The purpose of this pilot is to test mechanisms for:

- visitors to contribute towards the costs of the carparking facilities and the financial sustainability of DOC's operations
- visitor demand management

This is the first time DOC will be charging for car parking. The car parks are three of the country's highest-pressure sites. The pilots aim to benefit visitor experiences at place and mitigate visitor health and safety risks on peak demand days.

The pilot will provide insight into the efficacy of paid parking as a tool to achieve DOC's financial goals and as a visitor management tool at three unique sites. DOC will be working with a private partner for the hardware and management of paid parking. The project detailed business case [[DOC-7783951](#)] includes more information on the case for introducing paid parking.

1.2 Purpose of report

The purpose of this report is to recommend an appropriate fee structure for the three car parks and to explain the rationale behind them. Whilst the approach for all three sites is consistent, each site is unique and requires a tailored recommendation. The three car parks (refer Figure 1, page 4) are:

- White Horse Hill Car Park/ WHH (Aoraki National Park)
- Dolomite Point Car Parks/ DP (Paparoa National Park)
- Franz Josef Glacier Car Park/ FJ (Westland Tai Poutini National Park)

Edition note

This edition covers the Dolomite Point & Franz Josef Glacier car park pricing structures. The White Horse Hill pricing structure is expected to be finalized in November 2025. Once completed, the White Horse Hill pricing structure will be added to this report, and it will be approved as a second edition.

¹ The term *pilot* in this report means a period in which the viability and optimisation of paid parking is assessed before wider rollout.



Figure 1: Pilot sites location map

1.3 Pricing methodology

The methodology aims to determine and recommend a reasonable price for paid parking on Public Conservation Land (PCL).

To achieve this, the following steps were completed:

1. Conduct technical analysis and propose an initial fee structure.

This included:

- A review of existing carparking prices in the market (Section 3.2 - Car park market insights)
 - An analysis of how the car parks are used including typical parking durations, typical vehicle types, and daily demand (Sections 4.2, 5.2 and 6.2 - When and how people use the car park)
 - An analysis of each of the site's key experiences, and challenges relating to implementing paid parking (Sections 4.1, 5.1 and 6.1 - Site context and key visitor experiences)
 - An evaluation of the findings from these analyses to determine a reasonable fee structure based on a set of guiding principles.
2. Gather initial feedback from stakeholders and the public based on an information leaflet (Example of Dolomite Point leaflet [DOC-10348175](#)) and incorporate feedback into fee structure.

Feedback was gathered from:

- Treaty partners
 - Internal stakeholders including district teams and subject matter experts
 - External stakeholders including concessionaires, tourism industry representatives, national special interest groups, local business owners and other affected parties
 - The public including local residents
 - No formal engagement was conducted with the car park users. The analysis recognises their perspectives and has aimed to capture the opinions of users.
3. Seek endorsement from the Project Governance Group and incorporate feedback into fee structure.
 4. Gather further feedback from stakeholders and the public based on the release of the draft pricing proposal ([DOC-10428230](#)² & [DOC-10428235](#)³) and incorporate feedback into fee structure.

² Online link to the [Franz Josef pricing proposal leaflet](#).

³ Online link to the [Dolomite Point pricing proposal leaflet](#).

5. Determine a final fee structure based on all information gathered through previous steps.

Guiding principles

The fees DOC sets for the use of its facilities are required by law to be “reasonable” fees. Reasonableness in this case is demonstrated through recommending fees at the market rate and is not determined in relation to the cost of implementation. Fair means to be impartial and without discrimination. Fairness and reasonableness are the key principles in the pricing approach. The following areas are also considered important when pricing car parks:

- user choice,
- encourage turnover,
- discourage inappropriate use (such as freedom camping), and
- simplicity.

The proposed fee structure must comply with legal requirements and support DOC’s financial sustainability, both of which are evaluated as part of developing the pricing structure (Sections 4.6, 5.7 and 6.6 - Estimated revenue and Section 9 - Legal considerations). The risks of implementing the proposal are documented and have been mitigated where possible (Section 11 - Risk assessment).

DOC has existing pricing methodologies and guidelines to assist with determining the proposed fees. This work has been conducted, where possible, in accordance with DOC’s:

- Recreation facilities and services pricing policy [DOC-6396546]
- Pricing guideline [DOC-6532099]
- Strategy and project objectives
- Legal requirements and limitations.

The same approach has been followed for all three car parks and is documented in this report. The approach will be used to create guidelines for setting fees at other DOC car parks.

2 Executive summary and recommendations

The recommended fee structure for all the car parks is a base rolling hourly fee with a daily maximum fee. Before reaching the daily maximum, users pay in hourly increments. All sites have a short free period and two permits: one defined by geographical boundaries and one available to all non-commercial users. Multiday parking is charged through a daily fee which finishes at midnight each day.

A rolling hourly fee structure is a widely adopted model internationally that charges visitors for time spent parked while promoting turnover. The proposed hourly fee structure is informed by the market research; the fee levels are slightly below the market average to reflect the transition from previously free parking. While it is proposed that users pay in hourly increments, smaller increments such as thirty minutes may be explored during or after the trial. (Refer to Section 3.2 - Car park market insights and Section 8 - Testing and refining the fee structure.)

Daily maximum and consecutive day fees are designed to provide a reasonable fee for long-stay and overnight users (e.g., DOC hut visitors) while discouraging uses inconsistent with the car park's intended purpose. For example, encouraging freedom campers to use alternative local campgrounds and encouraging multiday hikers to use alternative car parks in the wider area if available.

A short free period is included to support drop-off activity and improve space availability. This has been tailored for each site to avoid unintentionally rushing visitor experiences. (Refer to use analysis sections 4.2, 5.2 and 6.2.)

Consideration has been given to site specific factors and circumstances such as the neighbouring campground at White Horse Hill, or the impact on the Punangairi Visitors Experience Centre and other local businesses at Dolomite Point. Stakeholders were given the opportunity to provide feedback on the proposal. The feedback was considered and incorporated into the final proposal (Refer to Site context and key visitor experiences sections 4.1, 5.1, and 6.1, and What was heard through engagement sections 4.3, 5.3 and 6.3). Two permits are proposed in response to the feedback; the locals permit recognises the importance of the locations to the local community, while the regular users permit provides an affordable alternative to regular visitors from further afield.

The fee structure is intended to be simple: a single fee applies year-round and to all vehicle types. While the intention is to maintain the fees outlined below throughout the pilot, adjustments may be made to the fees and terms and conditions to address any issues arising and improve efficiency and management. Ongoing monitoring will support this flexibility, allowing the approach to adapt based on insights gained after implementation (Refer to Section 8 - Testing and refining the fee structure).

Recommended fee structure during the pilot:

	Details	Dolomite Point	Franz Josef	Draft White Horse Hill
Time based fees	Hourly Fee (charged in increments of 1 hour)	\$5	\$5	s9(2)(j)
	Daily maximum fee (till 11:59pm)	\$20	\$20	
	Each day thereafter (till 11:59pm)	\$20	\$20	
	Free drop off period (20 minutes)	free	free	
Permits	Yearly permit for locals (based on district council boundaries)	\$10	\$10	
	Yearly permit for regular users	\$60	\$60	
Charge for non-payment	\$75 breach notice fee for non-payment of parking fees			
	\$20 late payment fee to apply where breach notice fee is not paid within specified timeframe*			

*Table 1: Summary of recommended fees for each site. *Timeframe to be determined in collaboration with vendor.*

3 Tourism, economic and market research

3.1 Tourism and economic context

The tourism industry in New Zealand has almost fully recovered since the covid-19 pandemic and is continuing to grow. Visitors from some countries have already surpassed pre-pandemic arrival levels, and by March 2027 total arrivals are expected to be 102% of pre pandemic levels⁴, Figure 2. The three car parks are at destinations popular with international tourists, so growth in international arrivals is expected to increase demand at these car parks.

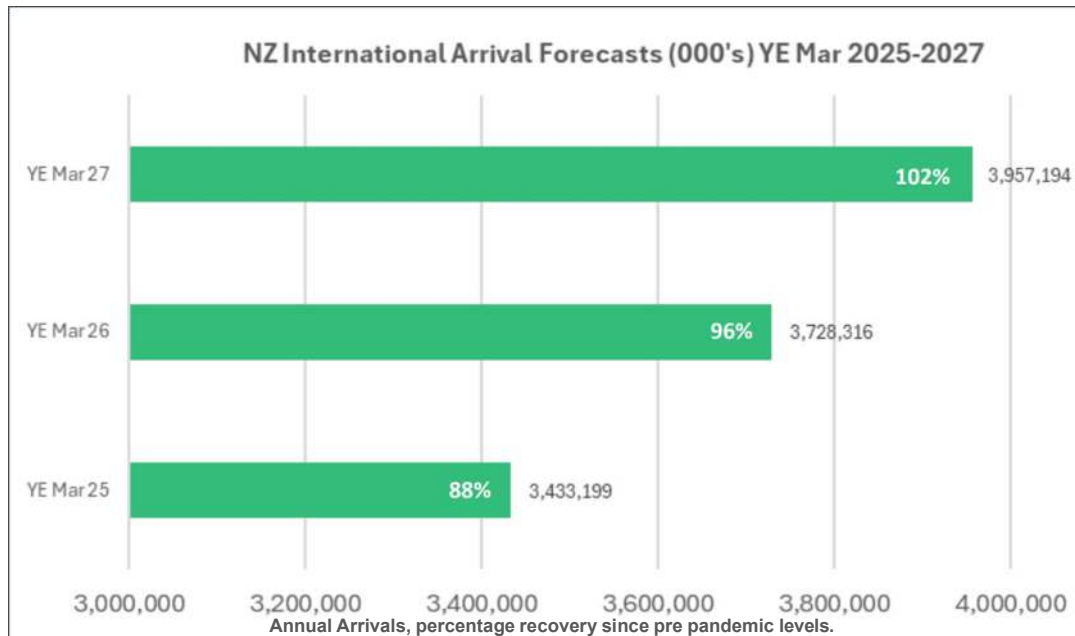


Figure 2: International arrivals by year including percentage recovery since pre pandemic levels. Source: [3]

As well as growing demand, international visitors are also spending more, with annual spend up 23% between 2023 and 2024. In real terms, the median daily spend for international visitors is \$232 per person⁵.

3.2 Car park market insights

3.2.1 Research overview

Market analysis was undertaken to identify effective fee levels and structures used in setting car park fees. It also establishes a realistic price range that customers are willing to pay for parking in New Zealand and internationally.

Sixteen car parks in New Zealand were reviewed. They are in comparable location types to the three pilot sites. The Milford Sound car park is the most similar to the pilot sites. The full list of included car parks is in Appendix 12.1.

The Milford Sound car park

- is operated by Milford Sound Tourism and is on PCL in Fiordland National Park
- is in a remote location, with limited parking capacity and extremely high demand

⁴ Tourism Export Council of New Zealand: International Market Trends and Forecasts 2025-2027, updated 29 January 2025.

⁵ Ministry of Business, Innovation & Employment: International Visitors Survey 2024 year end release.

- has a high proportion of international visitors arriving in a variety of vehicle types and sizes (coach, car, campervan)
- costs \$10 per hour and \$30 per night per vehicle
- has a strong influence on the pricing of car parks on PCL as it indicates what visitors are willing to pay in these types of locations.

Twenty-four international car parks across five countries were examined. Their locations are shown in Figure 3. They were analysed to understand international pricing structures. These countries are comparable to New Zealand in terms of economic status, and the car parks are in national parks, areas of natural significance or areas of cultural heritage. The sample includes a range of private and public car parks, as well as examples including park and ride systems and bookable spaces. Where possible, the reviewed car parks are in similarly remote locations, and deal with comparable levels of visitor demand. The research was undertaken in March 2025, and all information was up to date at the time of review.

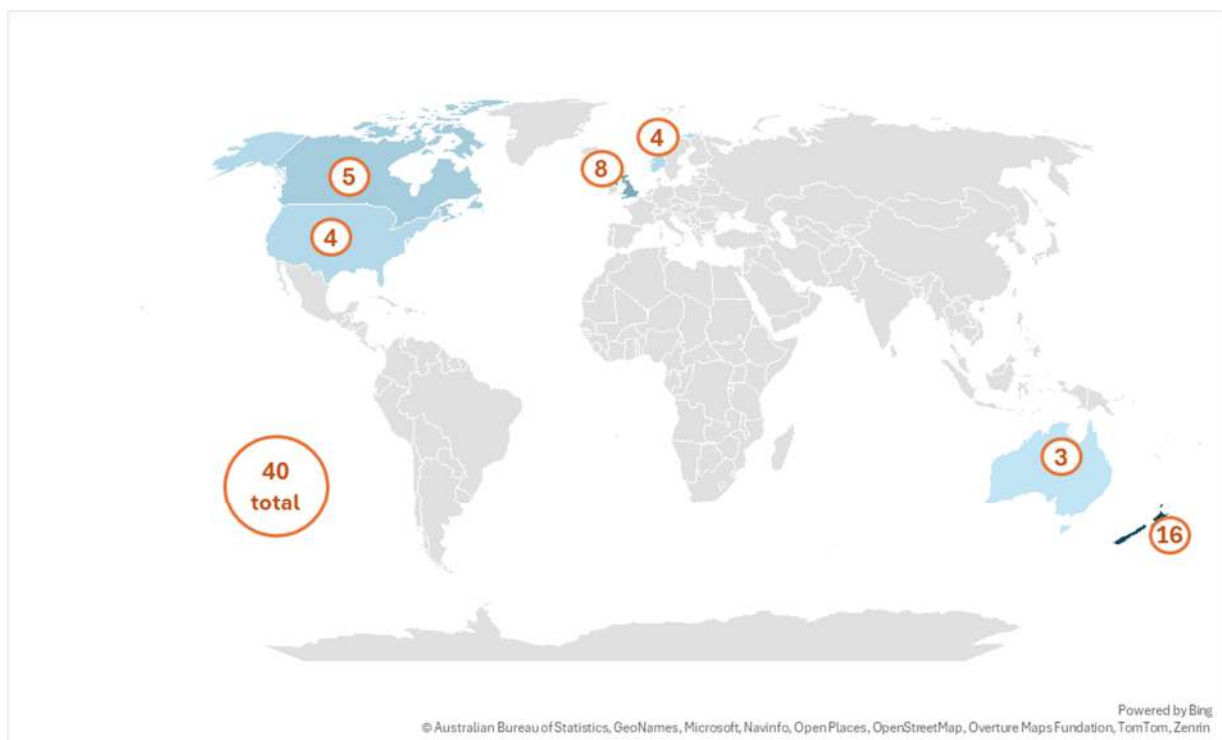


Figure 3: Locations included in car park market research.

The research identified three main approaches to setting car park fees: time-based fees, vehicle category-based fees, and demand-based fees. These three approaches are explored in sections 3.2.2 to 3.2.4.

The full findings of the 2025 pilot project market research are in [DOC-10317785](#).

3.2.2 Time based fees

(1) Hourly fee

The research found an hourly fee structure was the most common type of fee structure. There is no consistent hourly fee in the market, customers pay between \$2.50 and \$14.00 to park for an hour in New Zealand, see Table 2, page 9. The Milford Sound car park charges \$10 per hour, making this considerably higher than the market average.

Type	Hourly fee				
	Sample Size (N)	Average	Median	Min	Max
NZ National Park or similar car parks (including Milford Sound)	3	\$ 6.05	\$ 4.40	\$ 3.75	\$ 10.00
NZ Urban car parks	7	\$ 6.67	\$ 6.00	\$ 2.50	\$ 14.00
International car parks in National parks or similar	12	\$ 6.37	\$ 5.27	\$ 3.29	\$ 13.04
All	22	\$ 6.42	\$ 5.27	\$ 2.50	\$ 14.00

Table 2: Hourly fees in the market. Includes car parks where an hourly fee structure (or similar) was in place.

Table 2 includes some car parks which have an access fee. Most of the car parks with access fees also charge for parking. However, the parking fee when associated with an access fee is typically lower to keep the total fee reasonable for visitors. These examples are relevant and have been included in the analysis as DOC is considering legislative change to allow charging for access at some locations in the future.

(2) Daily fee

Twenty-two of the researched sites had a daily fee. The average daily fee is approximately \$31, but fees vary widely (\$6.80–\$90).

Some sites allow only same-day parking. Those sites allowing multi-day stays usually charge the same fee per day. Some sites offer discounts for consecutive days, especially where multi-day experiences are the main draw (e.g. Trolltunga, Norway).

Daily fees are usually structured in one of two ways: a “till end of day” ticket (valid until 11:59 pm) or a 12-hour ticket. The “till end of day” model is simpler and more common, being used by 19/22 sites. It doesn’t require the visitor to calculate or remember a unique end time.

The ratio between an hourly and daily fee can influence visitor behaviour. On average, a day fee is about six times the associated hourly fee. With this ratio, visitors parking for more than five hours may consider purchasing a day ticket. To encourage turnover, the price structure should aim to minimise visitors on the day ticket as they have less incentive to leave. Each of the pilot sites was considered individually to determine what ratio is appropriate.

(3) Free grace period

A free grace period enables drivers to use facilities and have a break during long journeys without incurring a fee. It encourages drivers to drop-off, when possible, which is desirable at busy sites. A free period was not common in the researched sample, only occurring in 3 of the 40 sites surveyed.

3.2.3 Vehicle category-based fees

Charging different fees by vehicle category helps reflect each vehicle’s impact on congestion and space occupied. Common categories include buses, coaches, and motorbikes.

Most of the car parks in the sample charge all vehicles the same fee, and at the Milford Sound car park coach parking is free to encourage arrivals by coach. Conversely, seven of the forty reviewed car parks featured higher fees for large vehicles (approx. 3.9 times the standard vehicle fee). In these cases, large vehicles were defined either by vehicle length or passenger capacity.

Setting different fees for large vehicles can influence the volume of coach operations. An appropriate fee should be set to encourage the desired outcome for that site, for example lower fees if coach operations and coach parking at the site is desired. Coach operators should be engaged with to understand the impact of fees on behaviour.

3.2.4 Demand-based fees

Some of the car parks in the sample offer reduced evening fees—such as discounted hourly fees after 4 pm—to spread visitor arrivals.

s9(2)(a)(i)

Other evening pricing models include fixed-time slots (e.g. 5pm-7pm) or reduced “till end of day” fees for late arrivals.

Off-peak seasonal pricing is not widely used in the market. Only four examples were found, possibly because many sites surveyed are inaccessible in winter. Some urban sites use weekend and public holiday pricing instead of seasonal off-peak pricing, presumably to encourage visits during those times.

3.3 Conclusion - reasonable fee

The tourism, economic and market research presented in Sections 3.1 and 3.2 shows \$5-\$7 is a reasonable range for an hourly parking fee.

This is a small fraction of the average daily spend of international visitors (\$232) and is considerably less than the Milford Sound car park hourly fee. Factors such as the average length of stay and the value of the car park should be used to determine where in this range DOC should set its fees.

Other aspects of the fee structure such as the ratio between the hourly and daily fee, a free grace period, or demand-based fees are considered at a site-specific level in Sections 4, 5 and 6.

4 Draft (Location 1: White Horse Hill car park pricing)

5 Location 2: Dolomite Point car parks pricing

5.1 Site context and key visitor experiences

Dolomite Point (DP) consists of two car parks, north and south, both accessed from the state highway. The car parks are positioned across the road from the Pancake Rocks track, a popular attraction with unique rock formations and blow holes, as shown in Figure 9.

Between the northern and southern car parks there are several commercial establishments including a café, a shop, the Punangairi Visitor Experience Centre, and toilets. The Punangairi Visitor Experience Centre was recently opened by Ngāti Waewae and contains the Paparoa Experience⁷ and the DOC Visitor Centre.

Within the northern car park there is a post collection point for local residence. The southern car park will be extended and upgraded before the pilot begins. The planned improvements include: a sealed parking surface, marked car parking spaces, improving accessibility by re-levelling an existing steep section and increasing the number of car parks. When complete there will be approximately 152 parking spaces available in total.

There are coach parking bays along the state highway near the car park and another project plans to add more roadside bus stops on the seaward side of the state highway. A risk of implementing paid parking is that visitors park on the state highway instead, see section 11 Risk assessment.

⁷ paparoaexperience.com



Figure 9: Aerial image of Dolomite Point. Source: Ngāti Waewae and Department of Conservation.

s9(2)(g)(i)



Figure 10: Map showing wider area and experiences near Dolomite Point. Source: [Punakaiki maps - Official Punakaiki Tourism Website](#).

The visitor experiences at the site were analysed ([DOC-10313307](#)) and show there are six experiences with medium and high demand which are supported by the car park. These key visitor experiences are all either short (<30 minutes) or medium (up to 4 hours) in length. The price structure should be optimised for these parking durations, whilst providing options for the small percentage of demand who stay for longer.

There are many other tracks in the area as shown in Figure 10. There are dedicated car parks supporting the other tracks in the area, including the Inland Pack Track and the Pororari River Track. The Punakaiki Cavern has a small area for parking near the entrance. The Paparoa Great Walk is near to Dolomite Point but has dedicated car parks

at the start and end of the track. The small town of Punakaiki is a three-minute drive, or a fifteen-minute walk along a footpath on the state highway and has free on road parking.

5.2 When and how people use the car parks

Annual visitor numbers are recovering since the covid-19 pandemic and are forecast to grow for the next five years with higher growth in the next two years (Figure 11).

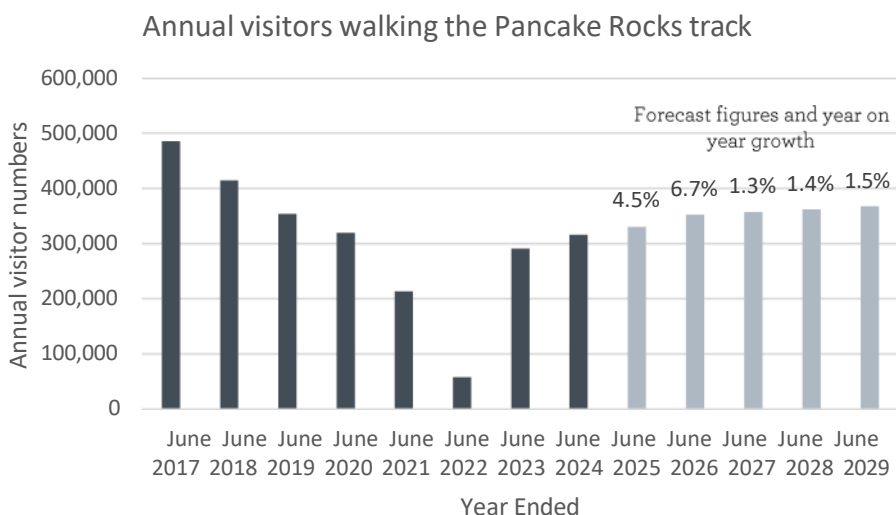


Figure 11: Annual visitors walking the Pancake Rocks track (historical figures and DOC forecast [DOC-10336234⁸](#))

DOC staff at site anecdotally report that parking demand regularly outstripped supply in summer 2024/2025. The planned expansion of the southern car park will ease demand pressures temporarily, but visitor growth will likely result in the car park reaching capacity again in the future.

Demand on the Pancake Rocks Track shows a high degree of seasonal variation. The total numbers of people walking the Pancake Rocks Track is six and a half (6.5) times more in summer than in winter. This is an additional 43,000 people on the track in January compared to July.

The analysis of the Pancake Rocks Track activity shows on average, 1,600 people walk the track per day in January, with 2,400 on peak days. This high variation is due to several factors, one of which is weekday. In summer, the day of the week has negligible impact on demand, but in winter, daily demand is over one and a half times higher at the weekend than Monday-Friday.

	January	July
Maximum	2,469	742
Average	1,640	252
Median	1,568	254

Table 5: Pancake Rocks pedestrian counter data for year 23 & 24. Jan 2025 was not included as counter was faulty.

The analysis of car parking currently at the site shows vehicles arrive at two points in the day, 10:30am and 2pm, see Appendix 12.2.2. This could reflect typical checkout times at nearby accommodation, distance travelled to the site or visitors travelling less over lunch.

⁸ DOC forecasts are produced by the environmental economist subject matter expert, and the model includes domestic visitor numbers, international arrivals, a weather variable and tourism expenditure on fuel and automotive products.

The vehicles using the car park consist mainly of cars and vans (96%), which fit in a standard parking space. The design for the lower car park has been completed and consists of a combination of regular and large parking bays to meet this demand. Coaches and buses use the car park to turn around but park in the dedicated bays on the State Highway. There are a small number of motorcycles, which should be encouraged to park within the car park rather than on the State Highway.

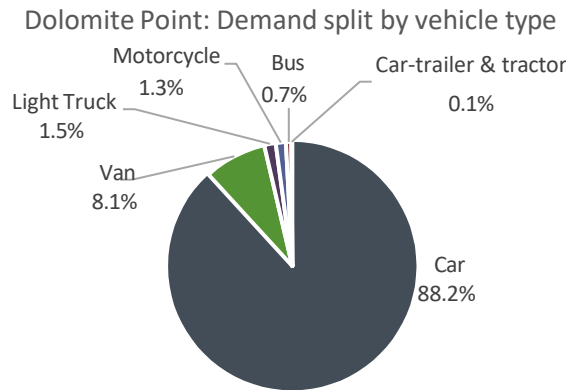


Figure 12: Demand split by vehicle type based on traffic monitoring data for both car parks Mar/April 2025. N=2884

The analysis shows most of the vehicle demand at the car parks is for short durations. For example, 60% of vehicles park for less than one hour. Visitors parking for forty minutes to an hour have likely done the Pancake Rocks Track and briefly visited the other attractions and/or businesses at the site, such as the Punangairi Visitors Centre or the café. Approximately 7% of vehicles park between two and three hours. The analysis shows these vehicles typically arrive at lunchtime.

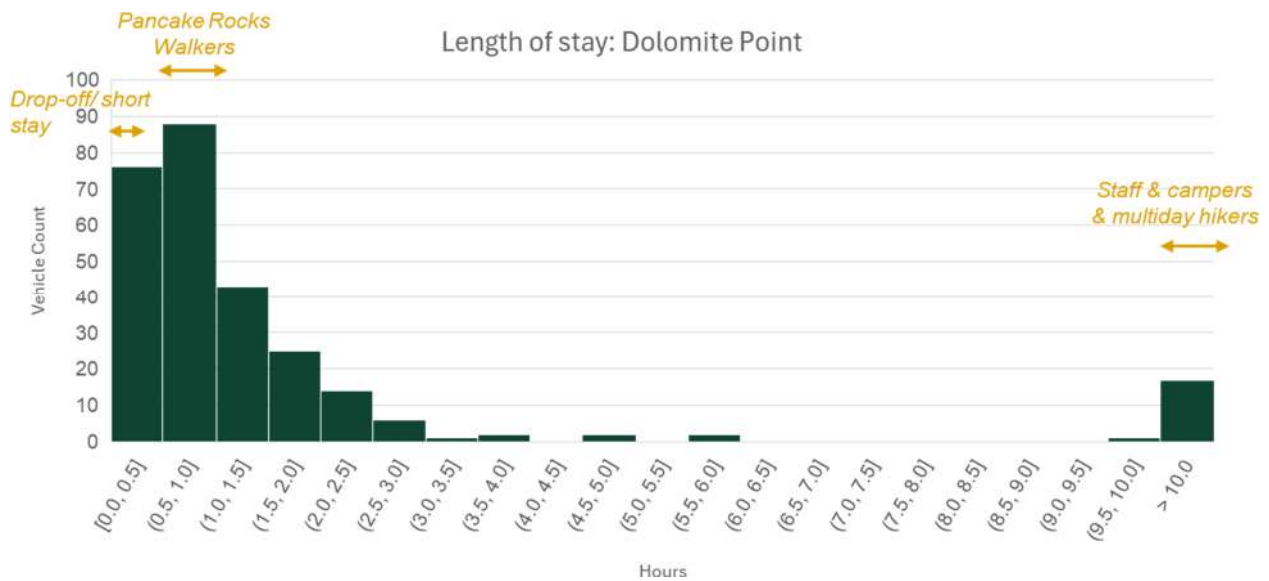


Figure 13: Length of stay data from traffic monitoring for both car parks Mar/April 2025. N=277. Data for vehicles which visited the car park once within a week.

The analysis shows 15% of vehicles park for less than fifteen minutes. This is likely to be vehicles making drop-offs, local residence picking up mail and short breaks for visitors travelling along the West Coast.

The analysis shows a small number of vehicles park for nine to thirteen hours. The arrival times indicate two groups: staff members working day shifts, and visitors' freedom camping overnight (8pm-9am). A small number of vehicles park for multiple days, possibly doing one of the multi-day hikes in the area.

5.3 What was heard through engagement

5.3.1 Engagement phase 1

Feedback was gathered in response to the information leaflet, [DOC-10348175](#). The key themes related to the pricing strategy are outlined below.

- Most of the feedback requested that locals be exempt for paying for parking with suggestions on how this could be done. People explained how they use the location for getting their post, as a place to socialise and a popular stop for people traveling along the coast.
- Suggestions on a free parking period were made ranging from 15 minutes to 2 hours.
- Suggestions were also made about free parking in the winter months to encourage visitors to stop.
- Feedback from the public, partners and stakeholders noted that the project should be encouraging visitors to stay for longer as this was a main justification for the development at Punakaiki. Suggestions were made that there should be a fixed period that is either free or a low fee for 2 or 3 hours to encourage people to stay.

Refer to the phase 1 engagement report ([DOC-10428309](#)⁹) for a summary of all of the feedback including responses.

5.3.2 Engagement phase 2

Feedback was gathered in response to the draft pricing proposal ([DOC-10428235](#)¹⁰). The key themes related to the pricing strategy were similar to those raised in the initial engagement and are outlined below.

- Most of the feedback received about Dolomite Point requested that locals still shouldn't pay.
- Suggestions on a free parking period were made to increase it from 20 minutes, suggestions ranged from 30 minutes to 2 hours.
- Request that volunteers and school groups have free parking.
- Suggestion that the \$10 permit is for all people on the West Coast and shouldn't be restricted to one or two Districts.
- Revenue should be used in the location it was generated.

Refer to the phase 2 engagement report ([DOC-10438641](#)) for a summary of all of the feedback.

5.4 Fee structure options

The feedback received through the first round of engagement raised concerns regarding whether the fee structure should encourage longer stays, and suggestions were made of a minimum length of stay of two hours to address this. This suggestion was evaluated alongside the leading proposal from the analysis - a rolling hourly rate, Table 6.

Two pricing structures were evaluated:

1. A rolling hourly rate, and
2. First two hours at a fixed fee. There are 2 sub options
 - a. a fixed price of \$10 for 2 hours and
 - b. a fixed price of \$5 for 2 hours.

Criteria	Option 1: Rolling Hourly Rate \$5/hr	Option 2: A 2-hour minimum length of stay	
		a) \$10 for 2 hours	b) \$5 for 2 hours
Fair and neutral fee structure, users have freedom to choose to pay for what they use	✓✓✓	xxx	✓
Influence on length of stay	Semi-neutral	Minor potential to encourage longer	Potential for people to stay longer, but the fee

⁹ Online link to the [phase 1 engagement report](#).

¹⁰ Online link to the [Dolomite Point pricing proposal leaflet](#).

Criteria	Option 1: Rolling Hourly Rate \$5/hr	Option 2: A 2-hour minimum length of stay	
		a) \$10 for 2 hours	b) \$5 for 2 hours
		stays, but more likely to cause negative user responses	is well below a fair/market rate for the facility.
Expected yearly revenue	\$430,000	\$570,000	\$350,000
Manage demand/ reduce site pressure	✓	✗	
Non-complex: structure doesn't need to be reassessed if site experiences change	✓(flexible)	✗ (inflexible)	
Nationally consistent: Makes future price reviews efficient and easy	✓	✗	

Table 6: Evaluation of different fee structure options.

Option 2a) is unfair because it would force users to pay for two hours when they typically stay for one. It is therefore not recommended.

Option 1 is recommended over option 2b) as it prioritises fairness to users, simplicity, and consistency, whilst not compromising on the commercial objectives of the project. This is covered in more detail in Section 5.5.

5.5 Proposed fee structure

The proposed fee structure is shown on Figure 14.



Figure 14: Mock up of parking sign to demonstrate how fees could be communicated.

An hourly fee of \$5 per hour is proposed. This is considered reasonable as it falls within the determined market price range and is slightly below the national and global average hourly fee to reflect the transition from previously free parking. Most visitors park for less than two hours and would pay \$5-\$10. The proposed hourly fee is considerably less than the hourly fee at the Milford Sound car park (\$10). It is consistent with the proposal for the Franz Josef car park.

The proposed rolling hourly structure prioritises user choice, simplicity and consistency versus other suggested fee structures (See analysis in Section 5.4).

A \$20 daily maximum is less than the average identified in the market research (\$30) whilst being high enough that short stay traffic should not reach it. Each day costs the same which will discourage use of the car parks for multi-day trips and move this demand to the alternative car parks in the area. Paid parking will also discourage overnight freedom camping at the car parks, moving this demand to local campground businesses.

A free parking period of twenty minutes should encourage drop-off behaviour and allow visitors to use the facilities (e.g. toilets) and/or collect post. The free period is designed to protect the visitors experience by not being long enough that visitors rush the Pancake Rocks Track. This will be monitored during the pilot and the free period length adjusted if required, see Section 8 - Testing and refining the fee structure.

Coaches and buses are not included in the proposal as they should park in dedicated bays on the State Highway. Off peak pricing is not recommended as the value of the site remains throughout the year and the market research shows this style of pricing is not typical at similar sites.

Two parking permits are proposed as a solution to the concerns raised during engagement. These are proposed at the same price point and with the same criteria as the other sites, refer to Section 7.1 - Proposal for a parking permit. Locals and stakeholders also raised concerns regarding community use of the Punangairi Visitors Experience Centre, and this has been addressed within Section 7.2 - Processes to support discounts, waivers and permits.

5.6 Responses to feedback

Each price related feedback theme is listed below with a summary of the responses provided. Further detail can be found in the phase 1 and phase 2 engagement reports ([DOC-10428309](#)¹¹, [DOC-10438641](#)) and the phase 2 engagement leaflet ([DOC-10428235](#)¹²).

1) Locals should be exempt from paying for parking

There is a short free period that allows people to pick up post or a coffee. Locals can also purchase an annual pass for \$10, which allows unlimited access during that year.

The pricing analysis concluded \$60 per year to be a reasonable price for a regular user of the car park, based on a minimum of one 2 hour visit every other month (6 times per year). This frequency of visit was informed by listening to feedback from locals and looking at past DOC survey results. The proposed \$10 per year locals only permit is considerably less than the \$60 reasonable fee. If used for six 2 hour visits, this would result in an equivalent fee of less than \$1 per hour. This fee does not represent the value of the site and is far below any fee identified in the market research.

2) Volunteers and school groups should be exempt from parking fees

DOC is grateful for the work of volunteers, who help greatly in the maintenance of the visitor network, including huts and tracks. Individuals and groups may apply for a parking fee exemption to perform an activity such as volunteer work, a school trip or community meeting. The DOC project team is working on a user friendly process to enable this process and can provide more information before the pilot commences.

3) Suggestions on length of free period

This free period will be sufficient for private passenger drop-offs or pickups and will allow visitors to get out of the car and stretch their legs without incurring a charge. The duration of the free period also needs

¹¹ Online link to the [phase 1 engagement report](#).

¹² Online link to the [phase 2 engagement leaflet](#).

to provide for short stays without encouraging people to rush their walk to the Pancake Rocks. We want to enable a positive visitor experience.

- ④ **Suggestion that the \$10 permit is for all people on the coast and shouldn't be restricted to one or two districts**
Locals living within the Grey, Buller and Westland districts are able to apply for a \$10 annual permit, which is set at a low and reasonable rate. Westland District has been added because of the feedback DOC have received.
- ⑤ **Free parking in winter/ off peak**
The value of the site remains throughout the year. The pilot aims to monitor parking demand in both peak and off-peak times to assess the impact of paid parking on demand.
- ⑥ **Revenue gets used in the location it was generated**
DOC has already spent a lot of money on these sites, especially Dolomite Point and the road at Franz Josef. Biodiversity and visitor network projects exist throughout the country, and DOC will use this revenue where it is most needed.

5.7 Estimated revenue

Revenue has been estimated for both car parks ([DOC-10433532](#)).

Estimated Revenue Excluding GST	Dec 2025-June 2026	Full Year
Northern car park	\$300,000 – 330,000	\$410,000 – 450,000
Southern car park	\$ 50,000 – 60,000	\$70,000 – 80,000
Total	\$ 350,000 – 390,000	\$480,000 – 530,000

Table 7: First year revenue estimates.

Due to the car park expansion, it is expected that the car parks will rarely reach capacity in year 1. As demand grows, the car parks will reach capacity more frequently, limiting revenue. This impact has been considered negligible for year 1 but will limit revenue growth when conducting long-term forecasts.

The key inputs used to generate the forecast are:

- The pedestrian counts from the DOC track counter on the Pancake Rocks track
- The capacity at the car parks is 152 (83 Northern, 69 Southern)
- The length of stay behaviour observed in the traffic monitoring survey in March 2025
- Visitor growth from the DOC forecast

The key assumptions in the forecast are:

- 10% of fees are not collected due to visitors not paying the correct fee and unsuccessful debt collection
- The southern car park improvement works are complete before the pilot begins
- Both car parks implement paid parking (currently pending land swap agreement)
- The length of stay behaviour remains unchanged throughout the year
- 100% of day parking visitors are willing to pay the fee, and all overnight parking visitors use an alternative free car park
- Parking charges are in place from December 2025

Analysis in the project detailed business case estimated revenue to exceed operational costs ([DOC-7783951](#)).

6 Location 3: Franz Josef valley car parks pricing

6.1 Site context and key visitor experiences

The Franz Josef car park supports several short walks, a cycleway, and two day-hikes. One of these walks is the popular Franz Josef Glacier/Kā Roimata o Hine Hukatere Walk. The car park is situated at the end of an access road and is a ten-minute drive from the Franz Josef township. The Te Ara a Waiiau Walkway/Cycleway connects the car park to the town. The glacier walk starts from the main car park. This hike is a short and easy track, giving visitors the opportunity to view a glacier in a short stop on their way north or south on the State Highway 6.

The other car park is a small bay area along the access road, with capacity for approximately fifteen vehicles. It is at the start of the Alex Knob track, a challenging day hike. There are no commercial services on-site, there is only a gravel parking area and a toilet.



Figure 15: Map showing Franz Josef site.

The glacier is retreating and, given this is the main attraction at the site, this will have a large impact on visitor demand in the coming years. This site plays an important role in the West Coast economy and there are ongoing activities underway at DOC to manage the future of this area (for detail, refer to [DOC-7759850](#) and [DOC-10220480](#)). The glacier track has already been shortened due to the changing landscape and may change in length again in the future. The access road is at risk from river gravel aggradation in the Waiho River. The maintenance work required to maintain the road is not guaranteed and is dependent upon decisions outside of the paid parking project. The key issue regarding these problems is that any implementation of paid parking here remains adaptable to this evolving site.

The site's remote location is another challenge when considering its resilience. The site is reliant on the State Highway 6 and the Haast pass for access. Demand at the site is vulnerable to weather events and other hazards leading to closures along these access routes.

The visitor experiences at the site were analysed ([DOC-10329703](#)) and show there to be seven high and medium demand experiences supported by the Franz Josef car parks. These all have short (less than 30 minutes) or medium (1-4 hours) estimated lengths. The most common visitor journey (visitors walking the glacier track and using the

facilities) is expected to take forty-five minutes to an hour. There are two challenging day hikes (5+ hours) which have lower demand than the more accessible tracks.

6.2 When and how people use the car park

Annual visitor numbers are recovering since the covid-19 pandemic and are forecast to grow for the next five years. The forecasts show higher growth in the next two years followed by shallow growth beyond this.

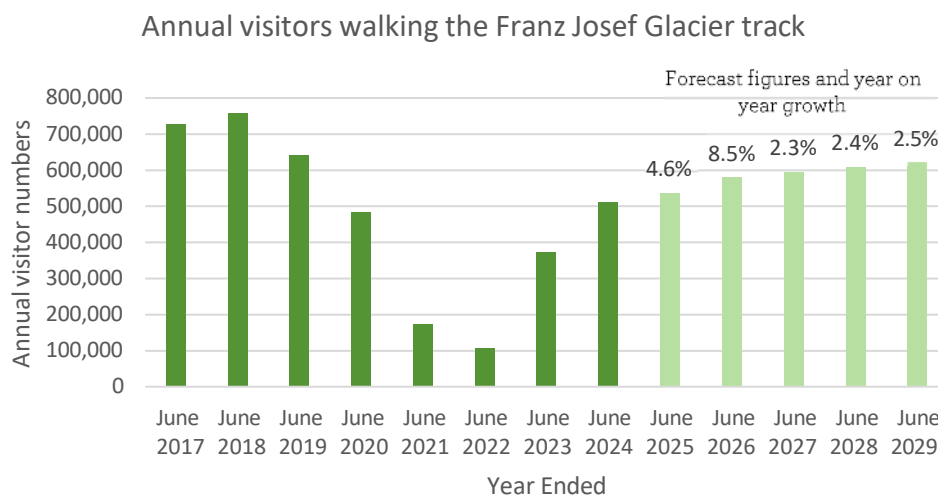


Figure 16: Annual visitors walking the Franz Josef Glacier Track (historical figures and DOC forecast [DOC-10336234](#)¹³)

Demand at the car park has a high degree of daily and seasonal variation. The analysis of car parking currently at the site shows the average number of vehicles arriving per day in summer is 600, with a peak of 950. Unlike some other sites, there is no significant difference between the demand on a weekday and that on a weekend. There are about five times more cars entering the site in summer than in winter. The difference between seasons is about 500 cars a day, or 15,000 cars a month.

Daily no. of vehicles arriving at car park

	January	July
<i>Maximum</i>	943	185
<i>Average</i>	600	114
<i>Median</i>	583	121

Table 8: Vehicle data from DOC road counter on FJ access road for January 2025 & July 2024

Sixty-one percent (61%) of visitors arrive before mid-day, with arrivals peaking at 10am, see Appendix 12.2.3. This could be due to 10am check out times of nearby accommodation.

Most (97%) of the vehicles using the car park can fit into a standard parking space. DOC staff anecdotally report that before the covid-19 pandemic the car park was regularly full in summer. Visitor numbers remain below pre-pandemic levels, and visitor turnover has increased because of the shortening of the glacier walk, resulting in the car park not reaching full in the most recent season (2024/2025).

¹³ DOC forecasts are produced by the environmental economist subject matter expert, and the model includes domestic visitor numbers, international arrivals, a weather variable and tourism expenditure on fuel and automotive products.

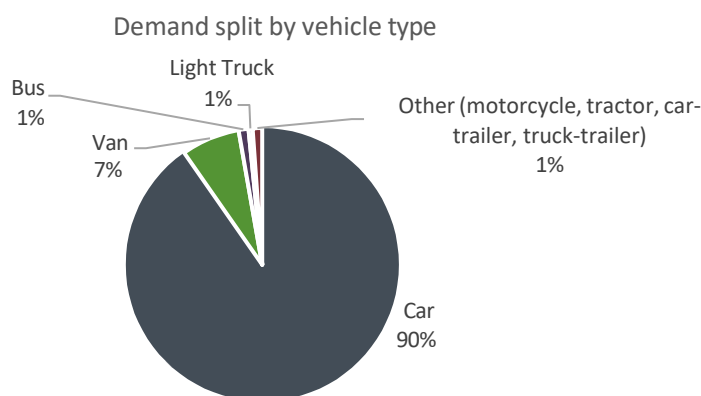


Figure 17: Vehicle demand split based on traffic monitoring data Mar/April 2025. N=3124.

The analysis of parking durations shows most vehicles stay for thirty to ninety minutes, likely walking the short tracks in the area including the glacier viewing track. There is a clear difference in length of stay between vehicles making short stops, up to fifteen minutes, and visitors finishing the glacier walk at approximately forty minutes. Few vehicles park for more than two hours, except for a small number of visitors parking for five to seven hours, which is the estimated time needed to walk the longer day hikes.



Figure 18: Length of stay split by demand, based on traffic monitoring data Mar/April 2025. N=1002.

The analysis shows a small portion of visitors stay for 10-13 hours, and almost all arrive in the evening, indicating possible overnight freedom camping at the car park. In addition, a small number of visitors are parking for multiple days. There are no multi-day DOC tracks in the area, but some visitors conduct off-track hikes in the region.

6.3 What was heard through engagement

6.3.1 Engagement phase 1

Feedback was gathered in response to the information leaflet, [DOC-10348179](#). The key themes related to the pricing strategy are outlined below:

- Most of the feedback received about Franz Josef paid parking pilot was about understanding the need for paid parking if locals were exempt. The national park is the residents' 'backyard', and the area is used for people's daily or weekly recreational activities, including many young children of the area.
- Many people were opposed to the idea of paying for parking at all, particularly concessionaires or guides who already pay for their concession and don't have time to be waiting. There were suggestions for the proposed pricing strategy including free pick up and drop offs and types of vehicles that are charged.

Refer to the phase 1 engagement report ([DOC-10428309¹⁴](#)) for a summary of all of the feedback including responses.

6.3.2 Engagement phase 2

Feedback was gathered in response to the draft pricing proposal ([DOC-10428230¹⁵](#)). The key themes related to the pricing strategy were similar to those raised in the initial engagement and are outlined below:

- Most of the feedback received about Franz Josef paid parking pilot was about the local permit, some thought it was still too much and that it should be per household not per vehicle.
- Suggestion for a regional boundary for the local permit.
- Concessionaires and locals were interested in the process for getting a permit.
- Revenue should be used in the location it was generated.

Refer to the phase 2 engagement report ([DOC-10438641](#)) for a summary of all of the feedback.

6.4 Proposed fee structure

The proposed fee structure is shown in Figure 19.



Figure 19: Mock up of parking sign demonstrating how the fees could be communicated. Sign to be designed in project.

An hourly fee of \$5 per hour is proposed for the same reason as Dolomite Point. Most visitors park for less than two hours and would pay \$5-\$10. The proposed hourly fee is considerably less than the equivalent fee at the Milford Sound car park (\$10). There are also efficiency benefits which come from having the same hourly rate across multiple sites, for example when comparing DOC car park prices to the market in future price reviews.

¹⁴ Online link to the [phase 1 engagement report](#).

¹⁵ Online link to the [Franz Josef pricing proposal leaflet](#).

A \$20 daily maximum is reasonable for users of the longer tracks in the area whilst being high enough that the glacier track walkers should not reach it, encouraging turnover of short stay visitors. Each day costs the same, which recognises the value of the site for people staying multiple days. This should discourage camping at the car park, potentially moving campers to local campgrounds instead.

A free parking period of twenty minutes should encourage drop off behaviour, enable the existing shuttle services¹⁶ to operate without paying a fee, and allow visitors to use the facilities (e.g. toilets). It should be short enough that it is not used by glacier track walkers and does not cause rushing behaviour on this track.

If demand increases beyond capacity in the future, two options are proposed for consideration; parking fees could be raised above typical shuttle fees to incentivise use of shuttle services, and the cycleway between Franz Josef town and the car park could be promoted to encourage this under used transport option.

Public feedback suggested off peak pricing to mitigate the negative impact of paid parking on demand in the winter. Off peak pricing is not recommended as the value of the site remains throughout the year and the market research shows this style of pricing is not in place at similar sites. It is not expected that paid parking will have a large negative impact on demand at this site, and this will be monitored during the pilot.

Two parking permits are proposed as a solution to the concerns raised during engagement. These are proposed at the same price point and with the same criteria as the other sites, refer to Section 7.1 - Proposal for a parking permit.

Some aspects of the structure may be refined during the pilot, see Section 8 - Testing and refining the fee structure. The structure should be reassessed if the glacier track changes in length.

6.5 Responses to feedback

Each price related feedback theme is listed below with a summary of the responses provided. Further detail can be found in the phase 1 and phase 2 engagement reports ([DOC-10428309](#)¹⁷, [DOC-10438641](#)) and the pricing proposal leaflet ([DOC-10428230](#)¹⁸).

① Locals should be exempt from paying for parking, some thought it was still too much and that it should be per household not per vehicle

There is a short free period that allows people to do pick-ups and drop-offs. Locals can also purchase an annual pass for \$10, which allows unlimited access during that year.

The pricing analysis concluded \$60 per year to be a reasonable price for a regular user of the car park, based on a minimum of one 2 hour visit every other month (6 times per year). This frequency of visit was informed by listening to feedback from locals and looking at past DOC survey results. The proposed \$10 per year locals only permit is considerably less than the \$60 reasonable fee. If used for six 2 hour visits, this would result in an equivalent fee of less than \$1 per hour. This fee does not represent the value of the site and is far below any fee identified in the market research.

The \$10 per year annual permit is per vehicle only. A vehicle owner can apply for multiple vehicle annual permits at \$10 per year per vehicle.

② Free parking in winter/ off peak

The value of the site remains throughout the year. The pilot aims to monitor parking demand in both peak and off-peak times to assess the impact of paid parking on demand.

¹⁶ [Franz Josef Glacier Shuttle](#)

¹⁷ Online link to the [phase 1 engagement report](#).

¹⁸ Online link to the [Franz Josef pricing proposal leaflet](#).

③ **Suggestion for a regional boundary for the local permit**

Locals living within the Grey, Buller and Westland districts are able to apply for a \$10 annual permit, which is set at a low and reasonable rate. Grey and Buller Districts have been added because of the feedback DOC have received.

④ **Revenue should be used in the location it was generated**

DOC has already spent a lot of money on these sites, especially Dolomite Point and the road at Franz Josef. Biodiversity and visitor network projects exist throughout the country, and DOC will use this revenue where it is most needed.

6.6 Estimated revenue

Revenue has been estimated for the site ([DOC-10433535](#)).

Estimated Revenue Excluding GST	Dec 2025-June 2026	Full Year
Year 1	\$ 650,000 – 720,000	\$920,000 - \$1,010,000

Table 9: First year revenue estimates.

Due to demand not yet fully recovering since the covid-19 pandemic, it is expected that the car park will rarely reach capacity in year 1. As demand grows, the car park will reach capacity more frequently, limiting revenue. This impact has been considered negligible for year 1 but will limit revenue growth when conducting long-term forecasts.

The key inputs used to generate the forecast are:

- The vehicle counts from the DOC road counter on the Franz Josef car park access road
- The capacity of Franz Josef Valley car parks is 239
- The length of stay behaviour observed in the traffic monitoring survey in March 2025
- Visitor growth from the DOC forecast

The key assumptions in the forecast are:

- 10% of fees are not collected due to visitors not paying the correct fee and unsuccessful debt collection
- The length of stay behaviour remains unchanged throughout the year
- 100% of day parking visitors are willing to pay the fee, and all overnight parking visitors use an alternative free car park
- Parking charges are in place from December 2025

Analysis in the project detailed business case estimated revenue to exceed operational costs ([DOC-7783951](#)).

7 Reduced fees - discounts, waivers and permits

7.1 Proposal for a parking permit

Feedback from engagement prompted an investigation into the potential to offer a permit for all the pilot sites. This was in direct response to requests for free parking from the local community and regular users from further afield such as mountaineers.

Three options were evaluated; no permits offered, a parking permit open to anyone, or a ‘locals only’ parking permit open only to those in a specific geographical area. Table 10 shows the evaluation of each option.

No permit	Yearly permit open to all	Yearly permit for local residents
Risk public backlash, locals may stop using the sites.	Incorporates feedback into fee structure, particularly what was heard from the local community.	
No additional costs or processes.	Some additional administrative costs. (maybe negligible)	Considerable additional administrative costs. Risk of negative reaction from visitors for having to prove residency, as seen in Great Walks
		Risk of significant challenge from public on the boundary of the permit criteria.
Locals and others can still make short stops for free (up to 20 minutes).	Risk that visitors abuse permit. For example, excessive use in peak season making the already busy car parks busier. Impact likely negligible as uptake expected to be low vs. total demand.	
	Lower revenue by underestimating use when pricing the permit. Impact likely negligible as uptake expected to be low vs. total demand.	
	Same pricing options for everyone. The permit could be priced high enough that one-off users (e.g. internationals) are unlikely to use it, whilst avoiding the added complexity of differential pricing.	Creates differential pricing between locals and other visitors. If that permit is used excessively then this difference would be unfair. (Local taxes do not fund local sites any more than the general public.)

Table 10: Evaluation of permit options for the car parks.

The yearly permit open to all is the most efficient solution; it offers a simple solution for both locals and regular users and is likely to have lower administration costs and higher revenue. The yearly permit is proposed to cost \$60 for 1 year. It is estimated that regular users visit the site eight or more times a year. At \$60, the permit is equivalent to six 2-hour visits a year and is considered a reasonable price.

7.1.1 Endorsement by Governance Group

This analysis was presented to the Project Governance Group, along with a summary of the engagement feedback. The recommendation to introduce a \$60 annual permit, available to all, was endorsed. The district operations team advocated for free parking for locals, and the group agreed that a discounted permit should be offered to locals to acknowledge the significance of these locations to nearby communities. A fee of \$10 per year for the local permit was endorsed.

The proposed pricing structure includes two permits:

- \$60 Yearly permit open to all - to increase the affordability and accessibility to nature by providing an alternative payment option for regular visitors who do not live within the defined local area
- \$10 Yearly permit open to locals - to recognise the significance of the site to the local community and to offer a discounted price for these individuals

The permits:

- Will provide unlimited parking for the year
- Can only be granted to private vehicles

- Cannot be granted to coaches or buses, or be used for commercial purposes
- Cannot be used for multiple car parks (i.e. one permit per car park)
- Cannot be used for camping in the car parks
- Can only be granted to residents of the relevant local district (applies to local permit only)

Uptake of the permits will be monitored and reviewed to understand if they are meeting their purpose. If the permits are being abused, the price could be changed, or they could be discontinued.

The current proposal is that the vendor¹⁹ will provide a web-based purchase environment to support the permit application process. Standard operating procedures are being developed to support this as outlined in Section 7.2.

7.2 Processes to support discounts, waivers and permits

There are some cases where it is desirable to waive parking fees or to offer reduced fees per visit through a yearly permit. These cases will require administrative support and with paid carparking being an additional function will increase baseline operational costs for DOC. To support waivers, discounts and permits, a set of standard operating procedures will be developed, outlining administrative tasks required from DOC, the vendor or the car park user. The proposed cases are listed below, along with some additional considerations. The standard procedures will be developed in later stages of the project.

- A \$10 per year local permit, as outlined in Section 7.1 - Proposal for a parking permit. This permit will be based on district council boundaries and valid for one year from the date of purchase.
- A \$60 per year regular user permit, as outlined in Section 7.1 - Proposal for a parking permit. This permit will be open to any non-commercial operator, is not bound to any specific geographical area, and is valid for one year from the date of purchase.
- DOC employees. DOC employees do not pay for other DOC facilities as part of the employee benefit program. The intention is to include car parks in this benefit.
- DOC district operations and Visitors Centre team. Local staff should have an easy and practical process to enable free parking at the sites.
- Authorized groups or individuals conducting activities at site where it is appropriate to waive fees, for example:
 - Volunteers
 - Contractors

This will be handled on a case-by-case basis, and authorisation for waiving parking fees will sit with the relevant district Operations Manager.

- Community meetings and events. Some community meetings and events held at the Punangairi Visitors Experience Centre will have fees waived for attendees. This will be at the discretion of the relevant Operations Manager.
- DOC visitors. Some DOC visitors may be in fleet vehicles, but some may be in private vehicles. The intention is to waive fees for these individuals.
- Concession holders. Concessionaires will be exempt from parking fees during the pilot to provide DOC time to consider how parking fees interact with crown activity fees. A process will be defined which allows holders of a valid concession to park for free.

¹⁹ The vendor is the partner who will supply the paid parking hardware and services to DOC.

8 Testing and refining the fee structure

Running this pilot gives DOC the opportunity to learn and to optimise the fee structure and management based on visitor responses and administrative practicalities, costs, efficiencies and effectiveness. Certain elements of the fee structure could be adjusted based on feedback and analysis through the pilot phase.

As different fees are implemented, both during and after the pilot, the impact on demand can be measured. This will estimate price elasticity for car parks. Price elasticity of demand (PED) measures how much the demand for a product or service changes when its price changes. If a small price change causes a big change in demand, the product is considered elastic. If demand changes very little with a price change, it's inelastic. PED would enable DOC to more accurately create the desired impact on demand and revenue through changing the price.

Some aspects of the fee structure which could be adjusted or introduced are:

- The length of the free parking period
- Varied fees based on time of day to understand how effective this is at spreading demand evenly across the day
- Varied fees based on vehicle type: this is not currently recommended as the first implementation of paid parking should be simple, but could be trialled so the fee reflects the impact on congestion and the space
- Varied fees based on season: this is not currently recommended as the value of the site remains through the year but could be trialled if paid parking negatively impacts winter demand
- Discounts for DOC hut users to bring down the overall cost of the visitors' experience
- The increments at which users pay for parking, for example paying in fifteen-minute increments

The impact of implementing paid parking will be measured using data such as the DOC counter network, transaction data, and visitor surveys.

9 Legal considerations

Legal advice was obtained to understand the legal authority and mechanisms for charging for parking, enforcing parking fees, and restricting parking in specific areas at the three sites ([DOC-10277999](#)). Key findings are summarised in the below sections.

9.1 Legal authority for charging for parking

Franz Josef and WHH are in National Parks, whereas Dolomite Point is in a Local Purpose Reserve. The legal advice is that under the relevant legislation (Conservation Act 1987, Reserves Act 1977 and National Parks Act 1981) DOC can impose charges for parking at all three sites.

The advice also is that charges are reviewed and endorsed by an appropriate delegated decision maker. This endorsement step has been built into the project plan.

9.2 Mechanisms for enforcing parking fees

The two main mechanisms for enforcing payment are set out below.

9.2.1 Infringement fines

DOC can create bylaws specifying non-payment of car park charge as an infringement offence. Bylaws can create an infringement offence for non-payment of parking fees or overstaying any time restrictions upon which fines can

be set. In the absence of bylaws, DOC is unable to issue infringement offences to people for overstaying the time period or not paying.

DOC currently does not have any bylaws enabling enforcing parking fees at the pilot sites. DOC has an SOP for making bylaws ([DOC-5602563](#)) and this process can take “...typically at least 12 months...”. This means creating a new bylaw is not possible before the pilot start date.

9.2.2 Contractual mechanisms

An alternative option to infringement fines is civil/contractual enforcement, something which is often done in private car parks and is founded on the terms and conditions for using the car parks. This typically involves clamping or towing vehicles until fees owing are unpaid, rather than debt collection through the courts or disputes tribunal (which remains an option if clamping or towing is not available). This option will be explored and finalised with the successful parking hardware and services vendor with support from DOC’s legal team.

A \$75 fee for non-payment of parking fees is proposed, referred to as a Breach Notice Fee. This was recommended by the vendor and is comparable to those used by councils (for example, Wellington council charge \$70). The vendor also recommended an additional \$20.00 late payment fee to apply where payment is not received within the specified timeframe. A late payment fee is typical in the industry, and the time frame will be in determined by DOC and the vendor.

9.3 Restricting parking in specific areas

There is value in restricting parking in certain areas near the three pilot sites to improve visitor safety and other site-specific reasons: for example, restricting parking on Hooker Valley Road. This can be done through “no parking” signs, and it is desirable to be able to legally enforce these restrictions. As with enforcing parking fees, the legal mechanism for enforcing restricted parking areas is through bylaws.

There are bylaws at WHH and at Franz Josef which make parking in restricted areas an infringement offence (Bylaw 9 of the Mount Cook National Park Bylaws 1981 and Bylaw 9 of the Westland National Park Bylaw 1981). While this is an effective legal mechanism for enforcing restricted parking areas there must be a will to do this, and it must be resourced to work.

There are no offences in the Reserves Act that can be used to enforce parking restrictions at Dolomite Point. New bylaws are required to do this and will not be in place before the beginning of the pilot.

10 Technical constraints

It is critical that the proposed fee structure is technically feasible to implement, for example that the desired fee structure can be loaded into a payment machine. To reduce this risk, the proposal is based on existing pricing methods and approaches identified in the market. The structure is not unnecessarily complex, and the three sites have been designed to be as similar as possible.

DOC will work with the parking hardware supplier to achieve the recommendations in this report and will work through any adaptations if required.

11 Risk assessment

The table below sets out the main risks linked to introducing paid car parking at the pilot sites. For each risk, it shows what the impact could be and what steps can be taken to reduce or manage it.

Risk Type	Site	Risk	Rating	Mitigation
Cost recovery	All	Revenue does not cover costs.	Low	Revenue estimates include adjustment factors for Hooker Bridge No. 2 closure and other known events. Early estimates suggest cost will be recovered. Revenue will be assessed during the pilot, and price adjustments may be made.
Legal	s9(2)(g)(i)			
Stakeholder relationships	DP	Negative impact on visitation to Punangairi Visitor Experience Centre (managed by Ngāti Waewae).	Med	People generally accept paying when making use of a service like parking. The fee structure was designed to be neutral and to enable visitors to choose how long they stay. The ability to pay in small increments may further mitigate this risk. The impact of paid parking will be monitored, and changes can be made if needed.
	DP	Negative impact on local businesses at place.	Med	
Technical constraints	All	Pricing structure is too complex and cannot be implemented by supplier.	Low	The pricing structure has been designed with simplicity as principle and to be comparable to commonly used car park price structures so it is familiar to users.
Visitor experience	All	Significant change to visitor length of stay (new track introduced/ existing track changes length).	Med	The fee structure was designed to be neutral in this regard but will be reviewed if necessary. Close collaboration with district teams on timings will enable changes to be dealt with proactively not reactively.
	All	Poor uptake of local permit leading to locals not using the car parks. Feedback from the commissioner of reserves and the local community expressed concerns regarding the \$10 permit fee.	Low	The local permit fee is heavily discounted versus the determined reasonable fee of \$60. The uptake of permits will be monitored and prices reviewed if necessary.
	All	Parking fees cause visitor rushing behaviour (risk to visitor safety and/or diminish visitor experience).	Low	The fee structure was designed to be neutral in this regard. The risk will be monitored during pilot.
	All	Visitors unsure how long to pay for parking.	Med	The payment process is still being defined with the vendor but will include an option to pay on exit for those who have forgotten to pay on arrival or took longer than expected. Ensure website/signs at place are consistent and accurate when stating track lengths.
	All	Visitors have a negative perception of value for money and this leads to a reduction in visitation.	Med	Fee is reasonable and fair and incorporates feedback gathered through engagement. It will be monitored and adjusted as part of the pilot findings.
	FJ	Combined impact of glacier retreat and paid parking leads to	Med	Fee is reasonable and fair and incorporates feedback gathered through engagement. This along with visitor

Risk Type	Site	Risk	Rating	Mitigation
		negative perception of value of site and potential reduction in visitation.		numbers will be closely monitored and adjusted as part of the pilot findings.
Measuring impact	All	Unable to track impact of paid car park due to lack of baseline data pre-implementation.	Low	Baseline data for each site has been reviewed and is deemed suitable for tracking annual visitor numbers. Note that issues with the data quality from the DOC counter network have been flagged.
	All	Inaccurate car park usage analysis due to data quality issues with the DOC counter network.	Med	Baseline data for each site has been reviewed and is deemed suitable for tracking annual visitor numbers. Recommendation made to upgrade counter network at key sites. Once pilot has started analysis can be supplemented with data from the paid parking licence plate recognition technology.
Transport effects	WHH	Increased vehicles parking in free areas such as Hooker Valley Road or in the village, causing congestion and safety hazards.	High	Consider how to reduce this through design phase of project and monitor through the pilot.
	DP	Increased vehicles parking on the State Highway near the car park causing safety hazards.	High	Consider how to reduce this through design phase of project. This issue will be monitored during the pilot and adjustments made if required.
	DP	Visitors of the Punakaiki Cave no longer park at DP car park resulting in the small bay area by the cave overflowing onto the highway.	Med	Consider how to reduce this through design phase of project. Monitor these impacts closely throughout pilot.
	WHH	Coaches drop off passengers and then park in other areas around the National Park causing congestion and safety issues.	Med	Understand risk through engagement with bus and coach community. Reduce this through pricing structure and design.
	DP	Incorrect vehicles park in bus stops and impact on tour coach accessibility.	Med	Use signage to ensure tour coach bays are used correctly. Monitor over the pilot and respond as necessary.
	All	Negative impact to visitor demand in off-peak season.	Low	People generally accept paying when making use of a service like parking. This will be monitored as part of the pilot and fees/parking management adjusted as required.
Legal considerations	DP	s9(2)(g)(i)		

Table 11: Risk table for paid parking at the 3 pilot sites.

12 Appendices

12.1 Market Research: Car park list

Group	Location	Country	Relevance	Type
NZ National Park or similar car parks	Milford Sound car park	NZ	1 (benchmark)	National Park or similar
	Hotwater Beach Main Car Park	NZ	2	National Park or similar
	Cathedral caves	NZ	2	National Park or similar
	Mount Hutt Ski Field	NZ	2	National Park or similar
	The Remarkables Ski Field	NZ	2	National Park or similar
	Cathedral cove	NZ	2	National Park or similar
NZ Urban car parks	Safer Parking - Te Anau	NZ	3	General Parking
	Man Street Public Car Park - Queenstown	NZ	3	General Parking
	Wilson parking corner stanley & shotover street - Queenstown	NZ	3	General Parking
	Williams Road Public Car Park - Paihia Northland	NZ	3	General Parking
	Auckland downtown car park	NZ	3	General Parking
	Christchurch central parking - central park asaph street	NZ	3	General Parking
	Christchurch bus station car park - the crossing car park	NZ	3	General Parking
	wellington cable car - Wilson parking HSBC tower	NZ	3	General Parking
	Kaiteriteri beach car park	NZ	3	General Parking
Auckland zoo car park	NZ	3	General Parking	
International car parks in National parks or similar	Ben Nevis visitors centre car park	UK	3	National Park or similar
	Pen Y Pass centre car park - Snowdonia (Yr Wyddfa) Wales	UK	3	National Park or similar
	Wasdale lakehead car park - Lake district national park	UK	3	National Park or similar
	Durdle Door Car Park	UK	3	National Park or similar
	Pen Y Fan car park	UK	3	National Park or similar
	Malham Cove car park - Yorkshire dales national park	UK	3	National Park or similar
	Giant's Causeway main car park	UK	3	National Park or similar
	Stone henge car park	UK	3	National Park or similar
	Blue Mountains parking area including echo point and three sisters	Australia	3	National Park or similar
	Cradle Mountain car park	Australia	3	National Park or similar
	Cape Byron Lighthouse supporting car parks	Australia	3	National Park or similar
	Kjerag car park	Norway	3	National Park or similar
	Trolltunga car park	Norway	3	National Park or similar
	Preikestolen/ Pulpit rock car park	Norway	3	National Park or similar
	Briksdalsbreen - glacier hike car park	Norway	3	National Park or similar
	Lake Louise Banff / lake agnes trail car park	Canada	3	National Park or similar
	The Grotto shoreline/ bruce peninsula car park	Canada	3	National Park or similar
	Sentinel Pass/ Moraine Lake car park	Canada	3	National Park or similar
	Capilano Suspension Bridge Park	Canada	3	National Park or similar
	Joffre Lakes Trail car park	Canada	3	National Park or similar
Diamond Head car park - Hawaii	USA	3	National Park or similar	
Hā'ena car park - Hawaii	USA	3	National Park or similar	
Cadillac Mountain car park	USA	3	National Park or similar	
Denali national park car park	USA	3	National Park or similar	

Table 12: Car parks included in the market research sample.

12.2 Inbound and outbound demand profiles

12.2.1 White Horse Hill: Inbound and outbound demand curve

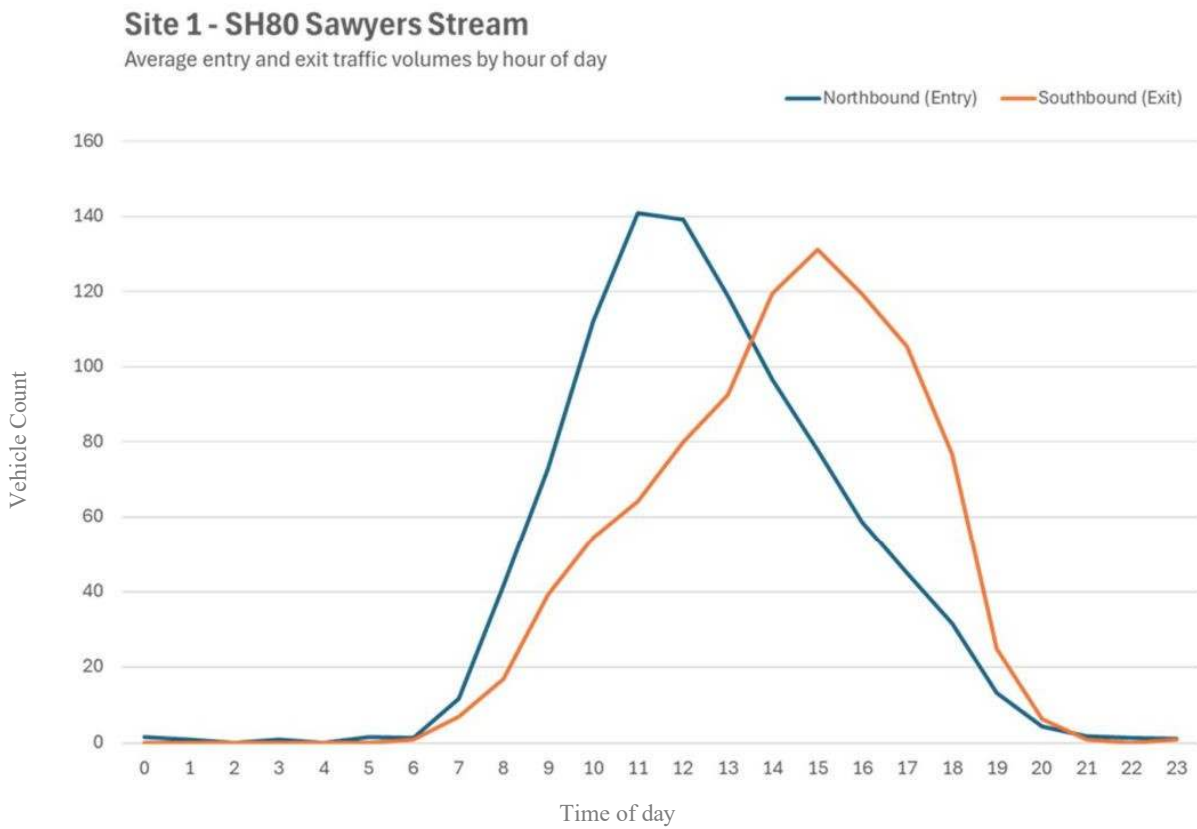


Figure 20: Inbound and outbound daily demand. Source: Urban Connection traffic monitoring March/April 25.

12.2.2 Dolomite Point: Inbound and outbound demand curve

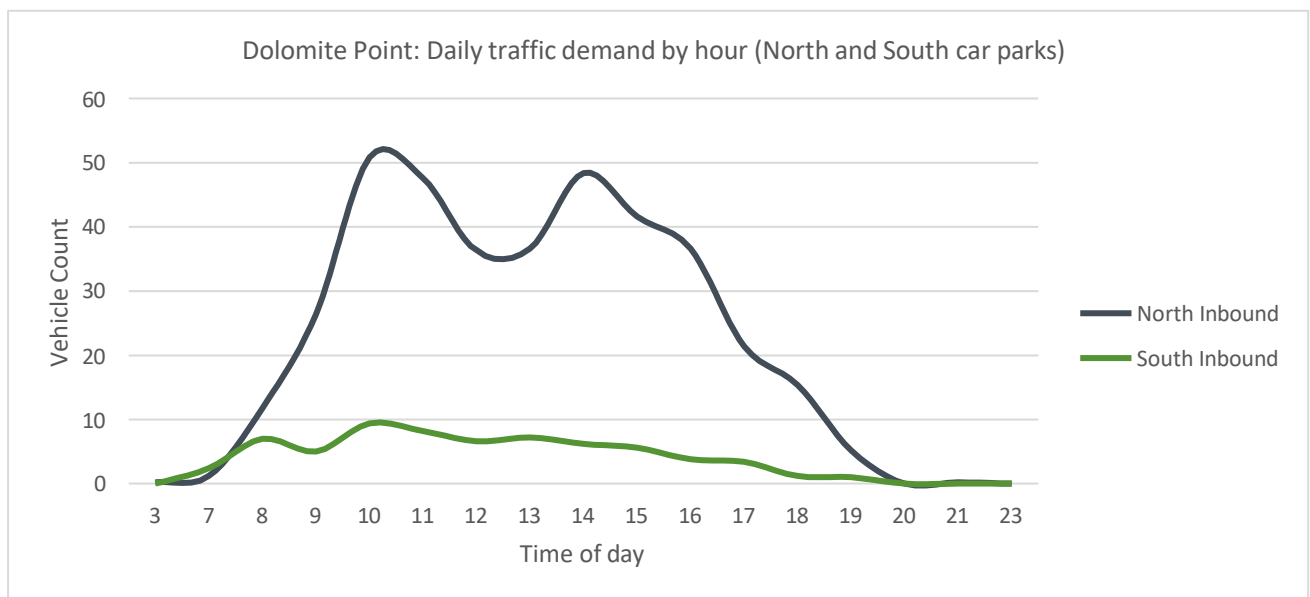


Figure 21: Inbound daily demand. Source: Urban Connection traffic monitoring March/April 25.

12.2.3 Franz Josef: Inbound and outbound daily demand curve

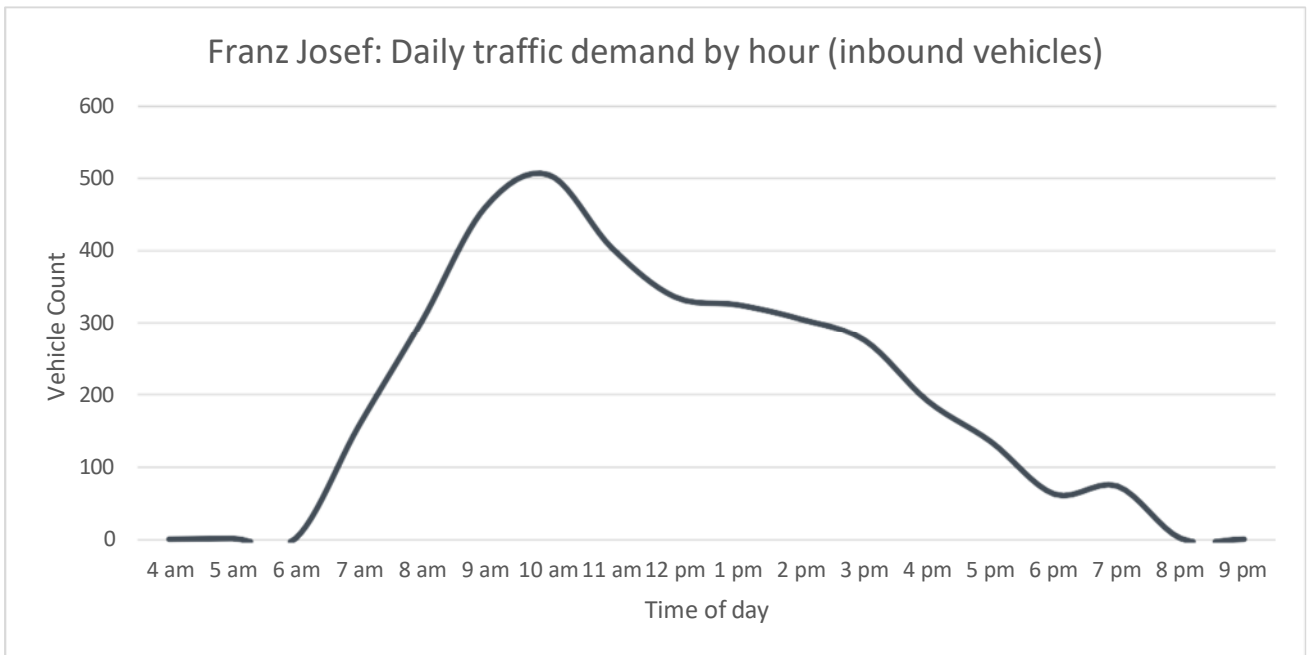


Figure 22: Inbound daily demand. Source: Urban connection traffic monitoring March/April 2025.

12.3 Demand regression analysis

12.3.1 White Horse Hill: Relationship between demand and rainfall

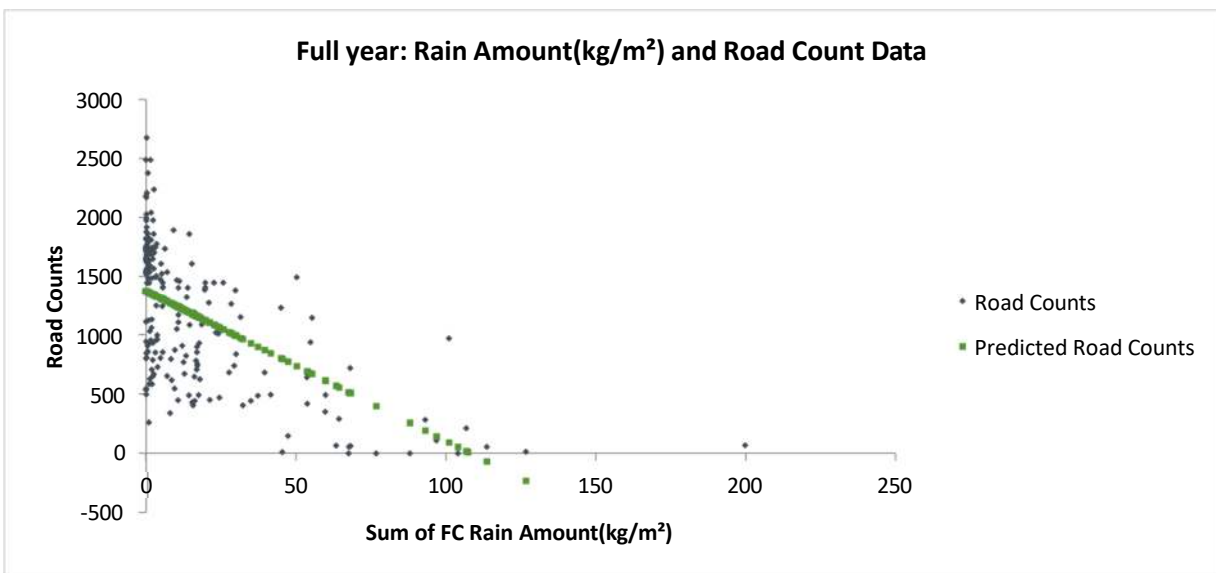


Figure 23: Relationship between road counts and rainfall. August 2024-Feb2025. Road counter data is a sum of both directions along the Hooker Valley Road from the DOC counter. Rainfall data is exported from NIWA forecast software. $R^2 = 0.37$.

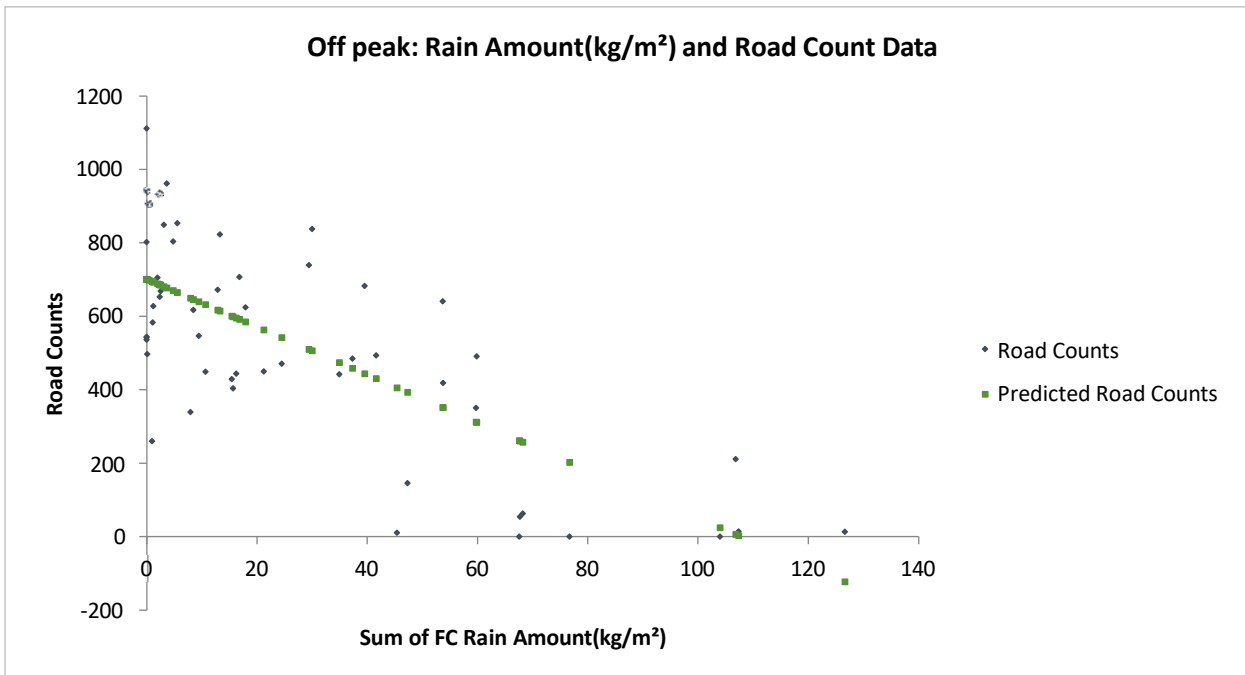


Figure 24: Relationship between road counts and rainfall. August & September 2024. Road counter data is a sum of both directions along the Hooker Valley Road from the DOC counter. Rainfall data is exported from NIWA forecast software. $R^2 = 0.55$.

MASTER SERVICE AGREEMENT - PARKING SERVICES

AGREEMENT dated 15th September 2025

2025

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Released under the Official Information Act 1982

PARTIES

- (1) the Director-General of Conservation, the Chief Administrative Officer of the Department of Conservation (or her authorised delegate) (DOC) (The Buyer) **and**
- (2) Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar (The Service Provider)
company number 6323109
NZBN 9429046212351
Registered Office RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

BACKGROUND

- A. The Director-General is the administrative head of the Department of Conservation / Te Papa Atawhai (“DOC”). DOC is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. To carry out its functions, DOC from time to time requires certain services in support.
- C. DOC issued a Request for Proposal (RFP) on 21 March 2025, seeking proposals for the delivery of a pilot or trial for paid carparking at certain locations on public conservation land across New Zealand. This will require service design, provision and installation of parking hardware, and ongoing support and services. Services required will include payment processing, customer support, parking enforcement activities, and hardware maintenance and support.
- D. The Service Provider responded to the RFP and has represented that it has the skills and resources necessary to provide the services and associated deliverables described in the RFP.
- E. In reliance on the Service Provider’s representations, DOC wishes to engage the Service Provider to provide the services and deliverables.
- F. The Service Provider has agreed to provide the services and deliverables to DOC under Statements of Work (SoWs) entered into by the parties and governed by the terms and conditions of this Agreement. Each location for carparking services will be covered in a different SoW.
- G. The parties wish to record the terms and conditions of their agreement in this document and its Schedules.

- H. The pilot for paid carparking will be for a fixed period of time, from 31st October 2025 until 30th June 2027.
- I. On or around 30th June 2026, DOC will examine the success of the pilot against its objectives and make decisions about whether to implement paid carparking on a longer-term basis.
- J. The terms of this Agreement and any SoW may be extended by DOC.

AGREEMENT

1. THE APPOINTMENT

- 1.1 **Appointment:** DOC appoints the Service Provider, and the Service Provider agrees, to provide the Services and Deliverables described in Schedule 1 and SoWs to DOC on the terms and conditions of this Agreement.
- 1.2 **No minimum level of business:** DOC does not guarantee any minimum level of business or revenue by entering into this Agreement or any SoW.
- 1.3 **No guaranteed term beyond trial:** DOC does not guarantee any term beyond 30 June 2027.
- 1.4 **Reliance:** The Service Provider acknowledges that DOC is relying on:
 - 1.4.1 the Service Provider's specialist skills, knowledge, experience and expertise in entering into this Agreement; and
 - 1.4.2 all statements, representations, proposals and commitments made or given by or on behalf of the Service Provider during the Procurement Process, including in the Proposal or in any written material provided to DOC regarding the Service Provider's or the Personnel's skills, experience and expertise and the functions, quality and performance of the Services and Deliverables.
- 1.5 **Service Provider confirmation:** The Service Provider acknowledges that it had opportunity during the Procurement Process to assess and enquire into its ability to provide the deliverables and services that are or might be required under this Agreement, and to enter into the relationship.
 - 1.5.1 It is satisfied that it has the capacity and is capable of providing the Deliverables and Services in accordance with the terms and conditions of this Agreement.
 - 1.5.2 The Service Provider, therefore, shall not be excused from performance of the Services or Deliverables arising as a result of the Service Provider not having the capacity or capability to provide the Services or Deliverables.
- 1.6 **Operational and performance review:** the Service Provider must comply with operational and performance review requirements as set out in Schedule 1 and any relevant SoW.

2. TERM

- 2.1 Term: This Agreement commences on the Commencement Date, and unless terminated earlier in accordance with its terms, will continue in full force and effect until the Expiry Date.
- 2.2 However, notwithstanding the expiry of this Agreement:

2.2.1 where clause 2.3 applies, without limiting the other provisions of this Agreement, the term of this Agreement and the relevant SoW shall be extended in accordance with the provisions of that clause.

2.2.2 For the avoidance of doubt no term for a SoW may extend beyond the Expiry Date of this Agreement.

2.2.3 If work is intended to continue after the Expiry Date, a variation of the term of this Agreement must be entered into.

2.3 **Renewal:** This Agreement may be renewed by DOC giving written notice to the Service Provider for the renewal period or periods set out in Schedule 1.

3. STATEMENTS OF WORK

3.1 **Buyer request:** From time-to-time the Buyer may seek proposals from the Service Provider for the provision of services or deliverables or both, including at additional sites. The Buyer may request any services or deliverables required by the Buyer.

3.2 **Service Provider response:** The Service Provider shall respond to each request from DOC under clause 3.1 within a reasonable time (and in any event, within 10 Business Days of receiving DOC's request) and in each case shall (at the Service Provider's cost) prepare or ensure the proposal given to DOC contains

- (a) a description of the new services and deliverables proposed to be provided by the Service Provider.
- (b) details of the Service Provider's proposed Charges for those services and deliverables, which must comply with Schedule 1 and
- (c) all other information reasonably requested by the Buyer relating to the requested services and deliverables.

3.3 The Service Provider must not unreasonably refuse (directly or indirectly) to provide any services and/or deliverables sought by the Buyer under clause 3.1 and the Service Provider must not

- (a) demand unreasonable charges for the services and/or deliverables.
- (b) impose unreasonable conditions for providing the services and/or deliverables; or
- (c) refuse to provide the services and/or deliverables requested by the Buyer under clause 3.1, unless the Service Provider can provide evidence to the Buyer reasonable satisfaction that the services and/or deliverables sought by the Buyer:
 - (i) are outside of the Service Provider' areas of competency; or
 - (ii) would not be technically feasible to be provided by any person,

in which case the Service Provider must provide to the Buyer, in writing and as soon as possible after receiving the relevant request from the Buyer under clause 3.1, reasons why the Service Provider is not able to provide the

relevant services and/or deliverables (accompanied by reasonable evidence supporting that position).

- 3.4 **Negotiating SoW:** Following receipt of the Service Provider's proposal under clause 3.2, the Buyer may accept, reject or request changes to the proposal and the Service Provider will make any changes reasonably requested by the Buyer (at no cost for the Buyer), and the provisions of clause 3.2 shall continue to apply to any requested change to the relevant proposal
- 3.5 **Entry in SoW:** Once the parties have agreed the terms on which the Service Provider will provide the services and deliverables requested by the Buyer under clause 3.1, the parties will enter into a SoW for those services and deliverables, using the form set out in Schedule 2; provided that, until such time as the relevant SoW is signed by the parties, the Buyer will not be obliged to pay any amount in respect of those services or deliverables. Once executed by both parties, the SoW will be subject to this Master Agreement.

4. MUTUAL OBLIGATIONS

- 4.1 During the Term of this Agreement, each party will:
- (a) carry out their obligations in a professional manner and in accordance with accepted industry good practice.
 - (b) ensure their personnel are aware of the relationship expectations, the obligations in this Agreement, are suitably qualified, experienced and supervised to perform their roles.
 - (c) comply with all applicable laws and policies.

5. THE BUYER'S OBLIGATIONS

- 5.1 The Buyer will:
- (a) co-operate with the Service Provider to provide access to information and materials reasonably requested by the Service Provider.
 - (b) use reasonable endeavours to ensure that information and materials provided are accurate and complete.
 - (c) be open to discuss innovative suggestions to improve the services and deliverables.

6. SERVICE PROVIDER'S OBLIGATIONS

- 6.1 **Performance:** In providing the Services and Deliverables and complying with its other obligations under this Agreement, the Service Provider must:
- (a) provide all personnel, processes and resources required to perform the Services and supply the Deliverables.
 - (b) comply with all reasonable directions given by the Buyer from time to time.
 - (c) comply with all the Buyer's policies and procedures notified in writing to the Service Provider from time to time.

- (d) comply with all its obligations under Law and maintain all approvals, consents and permits required in order to provide the Services and Deliverables and otherwise to perform its other obligations under this Agreement.
- (e) as applicable, provide, design, build, customise, install and implement the Deliverables and Services in accordance with DOC's requirements and Specifications, and otherwise on the terms of this Agreement.
- (f) provide, at its own cost, all equipment, tools, materials and other resources necessary for the provision of the Services and Deliverables.
- (g) take full responsibility for the performance of all tasks and activities necessary to provide the Services and Deliverables in accordance with each SoW, other than tasks or activities specifically identified as being out of scope.
- (h) work co-operatively and collaboratively in good faith with the Buyer and all other contractors and service providers to the Buyer to ensure the Services, Deliverables are delivered efficiently, seamlessly and as required by the Buyer.
- (i) not damage or adversely affect the property, operations, reputation or goodwill of the Buyer.
- (j) provide the Services and Deliverables to the highest standard.
- (k) promptly notify the Buyer in writing of:
 - (i) any breach of the Service Provider's obligations under this Agreement; and
 - (ii) any matter that may impact on the Service Provider's ability to perform its obligations in accordance with this Agreement; and
- (l) without limiting (a) to (k) above, exercise the degree of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced operator in the same or similar circumstances, with reference to best international standards and practice for same or similar services and deliverables.

6.2 Milestones

- 6.2.1 The Service Provider shall meet the Milestones by the Milestone Dates, in each case, as specified in the relevant SoW.
- 6.2.2 Each Milestone is complete when DOC has advised the Service Provider in writing that DOC is satisfied that the Service Provider has successfully completed the Milestone.
- 6.2.3 DOC may extend one or more Milestone Dates at any time by giving notice in writing to the Service Provider.

6.2.4 Without limiting any other rights or remedies of “THE BUYER”, if the Service Provider fails, or is likely to fail, to complete a Milestone by the relevant Milestone Date (a Milestone Delay):

- (a) the Service Provider shall, immediately following it becoming aware of the Milestone Delay, provide full details of the Milestone Delay to “THE BUYER” in writing.
- (b) the Service Provider shall (at its own cost) immediately take all steps available to it to avoid and minimise the effects of the Milestone Delay.
- (c) the parties shall, if requested by “THE BUYER”, meet to review in good faith the reasons for the Milestone Delay.
- (d) the Service Provider will, if requested by “THE BUYER”, promptly prepare a comprehensive rectification plan setting out how the Service Provider intends to complete the relevant Milestone, including extending the relevant timeframes for such completion and any other details reasonably required by “THE BUYER”, and will submit such plan to “THE BUYER” for approval.
- (e) the Service Provider will, if requested by “THE BUYER”, comply with any rectification plan submitted by the Service Provider under subclause (iv), together with any modifications to the rectification plan or other requirements notified by “THE BUYER”.

6.3 **Service Levels:** Without limiting any of the Service Provider's other obligations under this Agreement, the Service Provider must provide the Services and Deliverables so as to meet or exceed the applicable Service Levels set out in Schedule 1 and any SoW.

6.4 **Failure to meet Service Levels:** Without limiting “THE BUYER”'s other rights and remedies, if the provision of the Services and Deliverables does not meet the applicable Service Level:

- (a) The Service Provider will allocate such resources as may be necessary to remedy the failure as soon as practicable; and
- (b) Any failure will be considered as cause for termination of this Agreement and considered as a factor in the continuation or otherwise of this pilot.

6.5 **Conflict of interest:** The Service Provider must maintain a high standard of honesty and integrity at all times in the performance of this Agreement and must not enter into any agreement that will or is likely to

- (a) prejudice the Service Provider's ability to meet its obligations under this Agreement; or
- (b) create a conflict of interest for the Service Provider.

6.6 **Resolve conflict** Without limiting clause 6.5, the Service Provider must:

6.6.1 immediately notify “THE BUYER” in writing if the Service Provider is, or is likely to be, conflicted in the performance of its obligations under this Agreement; and

6.6.2 take all actions reasonably required by “THE BUYER” to resolve any such conflict.

6.7 **Health and safety** Without limiting its other obligations under this Agreement, the Service Provider will:

6.7.1.1 consult, cooperate and coordinate with “THE BUYER” to the extent required by “THE BUYER” to ensure that “THE BUYER” and the Service Provider will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to this Agreement.

6.7.1.2 perform its, and ensure that its Personnel perform their, obligations under this Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.

6.7.1.3 comply with all reasonable directions of “THE BUYER” relating to health, safety, and security; and

6.7.1.4 report any health and safety incident, injury or near miss, or any notice issued under the Health and Safety at Work Act 2015, to “THE BUYER” to the extent that it relates to, or affects, this Agreement.

6.8 **DOC sites:** DOC will provide the Service Provider with access to DOC Sites covered by SoWs for the purpose of enabling, and to the extent necessary to enable, the Service Provider to comply with its obligations under this Agreement.

7. DOCUMENTATION, RECORDS, AND AUDIT

7.1 **Documentation:** The Service Provider will supply “THE BUYER” with documentation in accordance with the requirements set out in each SoW.

7.2 **Records:** Without limiting its other obligations under this Agreement or at Law, the Service Provider must create and maintain, and must ensure that each subcontractor creates and maintains, full, accurate and accessible Records relating to the provision of the Services and Deliverables and the Charges charged under this Agreement, to the standards required under the Public Records Act 2005.

7.3 **OIA:** The Service Provider acknowledges that “THE BUYER” is subject to the Official Information Act 1982. The Service Provider agrees to cooperate fully in providing “THE BUYER” with any documents or other information that “THE BUYER” is required to provide pursuant to a request made under the OIA, or pursuant to questions raised in Parliament or in any Select Committee concerning this Agreement.

7.4 **Audit:** DOC may at any time notify the Service Provider that DOC wishes to audit any or all of the Service Provider’s:

- (a) provision of the Services and Deliverables.
- (b) invoicing; and
- (c) compliance with the terms of this Agreement.

7.5 DOC or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit.

7.6 **Notice of audit:** DOC will notify the Service Provider of the date on which the audit will commence, which must be at least two Business Days after receipt of a notice under clause 7.4. The Service Provider must give DOC or its nominee full access to inspect:

- (a) any premises at which or from which the Service Provider or any Service Provider provides the Services and/or Deliverables.
- (b) any Service Provider Personnel; and
- (c) any systems, information, data, accounts, documents and records relevant to the provision of the Deliverables and Services operated or held by or on behalf of the Service Provider or Service Provider Personnel,

on and from the date notified by DOC during the Service Provider's normal business hours for the purpose of conducting the audit. DOC will comply with the Service Provider's reasonable security and confidentiality requirements in conducting any audit under this clause 7.6.

8. PAYMENT

8.1 **Reporting revenue to "THE BUYER":** The Service Provider will provide a report of all revenue for the month to "THE BUYER" on business day 5 of the following month.

8.2 **Payment of revenue to "THE BUYER":** Monthly revenue payment is required by business day 5 following the month and is separate from monthly invoices for Services and Deliverables.

8.3 **Invoices for Services and Deliverables:** The Service Provider will invoice "THE BUYER" in respect of the Services and Deliverables for the month on business day 5 of the following month.

8.4 Stellar agrees to pay "THE BUYER" the Net Revenue and will provide "THE BUYER" an invoice for the months Stellar fees by business day 5 following the month. Net Revenue is the Carpark and Enforcement Revenue less Stellar's monthly fees.

9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 **Confidential information:** Except as permitted by this clause 9 or otherwise expressly permitted in this Agreement, each party shall keep the other party's Confidential Information:

- (a) confidential at all times and shall not disclose that Confidential Information to any person or use that Confidential Information for any purpose other than the purpose of this Agreement (which, in the case of "THE BUYER", will include obtaining the full benefit of the Agreement and all rights granted under it); and
- (b) secure and ensure it has in place adequate security measures to safeguard the Confidential Information from access, loss, use, modification or disclosure by unauthorised persons.

9.2 **Exceptions:** A party may disclose Confidential Information:

- (a) to:

- (i) its Related Companies, directors, employees or contractors who need to know such information for the purpose of this Agreement.
- (ii) its professional advisers, auditors or bankers for a proper purpose; or
- (iii) in the case of “THE BUYER”, a Minister, or any of “THE BUYER”’s advisers (including relevant third parties) or any Related Entity,

provided that party ensures that each such person complies with the restrictions in this clause as if such person were a party to this Agreement.

9.3 The Service Provider shall not make any media release or other public announcement relating to the existence of this Agreement except with the prior written consent of “THE BUYER”, such consent not to be unreasonably withheld.

9.4 **Privacy:**

9.5 The Service Provider will comply with the Privacy Act 2020, any relevant code under that Act and any reasonable policies provided by “THE BUYER” to the Service Provider.

9.6 Without limiting 9.4, the Service Provider must:

9.6.1 use data only to the extent necessary to provide the Services and Deliverables, and

9.6.2 when using or processing data, do so in accordance with any applicable data protection laws, including the Payment Card Industry Data Security Standard

9.7 **Assessment:** The Service Provider agrees that “THE BUYER” may assess its privacy policy and practice. The Service Provider will cooperate with any privacy assessment, including completing self-assessments on request.

10. INSURANCE

10.1 **Insurance:** The Service Provider will maintain the insurance coverage in respect of public liability, professional indemnity, and motor vehicles as set out in Schedule 1 on terms consistent with standard market terms for such policies and with an insurer of AA rated or better. The Service Provider will, on request at any time, provide “THE BUYER” with a certificate from the insurer or insurers confirming the existence and terms of such insurance.

10.2 **Prompt information:** the Service Provider must promptly inform “THE BUYER” of

- (a) Any claims relating to this Agreement against the insurance policies referred to at clause 10.1 and Schedule 1, and
- (b) Any material changes to, cancellation or non-renewal of such policies.

11. DISPUTE RESOLUTION

11.1 Dispute resolution process:

11.2 **Dispute resolution process:** Subject to clause 11.7, a party may not commence any Court proceedings relating to a dispute between the parties unless the party has complied with clauses 11.3 to 11.5.

11.3 **Dispute notice:** If there is a dispute between the parties in relation to this Agreement, either party may give the other party notice of the nature and details of the dispute.

11.4 **Negotiation:** Within 10 Business Days of receipt of the notice of dispute, senior managers of the parties shall meet to endeavour to resolve the dispute.

11.5 **Mediation:** If the dispute is not resolved within 20 Business Days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Wellington and conducted under the Resolution Institute standard mediation rules. If the parties do not agree on a mediator or the mediator's fees within 5 Business Days of receipt of the notice of mediation, the mediator shall be appointed, or the fees set, by the chair of Resolution Institute (or his/her nominee) at the request of either party. The parties shall bear the mediator's fees equally.

11.6 **Continued performance:** Regardless of any dispute, each party shall continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

11.7 **Urgent relief:** Nothing in this clause 21 will preclude a party from seeking urgent interlocutory relief before a court.

12. FORCE MAJEURE

12.1 **No breach:** A party (the affected party) shall not be liable for any failure or delay in performance of any obligations under this Agreement to the extent such failure or delay is due to a Force Majeure Event, provided that it:

- (a) notifies the other party (non-affected party) as soon as practicable of the nature and expected duration of the Force Majeure Event and keeps the non-affected party reasonably informed of the steps the affected party is taking to mitigate and remedy the Force Majeure Event.
- (b) uses reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement to the extent reasonably practicable; and
- (c) resumes full performance as soon as reasonably practicable.

12.2 **Corresponding obligations:** The non-affected party shall be relieved of its corresponding obligations to the same extent the affected party is relieved of its obligations due to this clause.

12.3 **Third party services:** The non-affected party shall be entitled to itself provide, or arrange for a third party to provide, the affected Services while the affected party is unable to provide them and for a reasonable period thereafter.

12.4 **Termination:** If the Force Majeure Event prevails for a continuous period of more than 20 Business Days, or for an aggregate of at least 30 Business Days in any six-month period, the non-affected party may terminate this Agreement by giving 10 Business Days' notice to the affected party. On the expiry of the notice period, this Agreement will terminate. Neither party shall have any liability to the other in respect of termination of this Agreement due to a Force Majeure Event, but such termination shall be without prejudice to rights and liabilities which have accrued prior to termination.

13. TERMINATION

13.1 **Termination for cause:** Either party may terminate this Agreement immediately by notice to the other party if:

- (a) the other party commits a material breach of this Agreement which cannot be remedied by that defaulting party or, if it can be remedied, the defaulting party fails to remedy that breach within 20 Business Days after receipt of notice requiring the breach to be remedied.
- (b) the other party commits two or more of the same or similar breaches of this Agreement (whether material or not and whether remedied or not) in any three-month period and fails to remedy the breaches to the other party's satisfaction within 5 Business Days of receiving notice.
- (c) the other party ceases to carry on all or substantially all of its business or operations; or
- (d) the other party is subject to an Insolvency Event,

provided that, if "THE BUYER" is the defaulting party, the Service Provider is not entitled to terminate this Agreement if "THE BUYER" agrees to remedy its breach and pay the direct and reasonable losses suffered by the Service Provider arising from that breach.

13.2 **Termination without cause:** Either party may terminate without cause this Master Agreement or any SoW by giving 60 working days written notice to the Service Provider, at any time.

13.3 For the avoidance of doubt, either party may terminate a SoW, while leaving the Master Agreement in place.

14. NOTICES

14.1 **Notices:** Each notice or other communication given under this Agreement (each a notice) shall be in writing and delivered by email to the address of the relevant party set out in Schedule 1 or to any other address from time to time designated for that purpose by at least five Business Days prior notice to the other party.

15. LIABILITY

15.1 The Service Provider is liable to the Director-General for all actions, claims, demands, losses, damages, costs, expenses and liabilities which the Director-General may suffer or incur, or for which the Director-General may become liable in respect of or arising from:

- (a) negligent performance by the Service Provider of the services under this Agreement.

- (b) loss, damage, or injury from any cause to property or persons caused or contributed to by any negligent or wilful act, omission, breach, or default on the part of the Service Provider in the performance of the services.
- (c) any failure by the Service Provider to comply with any obligation imposed on the Service Provider under this Agreement or by law.

15.2 The Service Provider's total aggregate liability under or in connection with this section of the Agreement, will not exceed the greater of:

- (a) one and a half times the aggregate of the Charges paid and of the Charges payable under the relevant SoW or Service Schedule in the 12 months immediately preceding the breach; or
- (b) \$1 million.

15.3 Neither party shall be liable under this Agreement to the other party or any third party for any damage, loss, liability, costs, charge, expense outgoing or payment however so arising in respect of an Indirect Loss. Indirect Loss means indirect, incidental and consequential loss, including loss of profits, loss of revenue, loss of data, loss of savings and loss of opportunity.

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

16. WARRANTY

16.1 Warranty: The Service Provider warrants that all goods supplied under this Contract shall:

- (a) be of merchantable quality and fit for their intended purpose.
- (b) conform to the specifications, drawings, samples, or descriptions provided.
- (c) be free from defects in materials, workmanship, and design; and
- (d) comply with all applicable laws and standards.

16.2 This warranty shall remain in effect for a period of [24] months from the date of delivery (or installation, where applicable). If any goods fail to meet the above requirements within the warranty period, the Service Provider shall, at its own cost and at "THE BUYER"'s option, promptly repair, replace, or refund the price of the non-conforming goods.

16.3 The warranties in this clause are in addition to any other warranties implied by law or provided by the Service Provider.

17. GENERAL

17.1 **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

17.2 **Assignment:**

- (a) The Service Provider may not transfer, novate, subcontract, charge, pledge or otherwise Encumber this Agreement or any of its

rights or obligations under this Agreement without the prior written consent of "THE BUYER". For the purposes of this clause, a Change of Control of a party shall be deemed an assignment by that party.

- (b) "THE BUYER" may at its sole discretion (including if required by law or any governmental direction) assign, transfer or novate any or all of its rights and obligations under this Agreement to any Related Entity by giving notice in writing to the Service Provider.

17.3 Costs:

17.3.1 The parties shall each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this Agreement.

17.3.2 A party who has an obligation to do anything under this Agreement will perform that obligation at its own cost, unless expressly stated otherwise in this Agreement.

17.4 Entire agreement: This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between the parties relating to the matters dealt with in this Agreement.

17.5 Further assurances: Each party shall, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this Agreement.

17.6 No agency: This Agreement does not create any relationship between the parties of principal and agent, partnership, joint venture, or employer and employee. Neither party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this Agreement.

17.7 Privity: A person who is not a party shall not have any rights under or in connection with this Agreement by virtue of the Contract and Commercial Law Act 2017.

Counterparts: This Agreement may be executed in any number of counterparts (including scanned PDF counterpart), each of which shall be deemed an original, but all of which together shall constitute the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.

Released under the Official Information Act 1982

EXECUTED as an agreement

“THE BUYER”

SIGNED by)

)
)
the Acting DIRECTOR-GENERAL OF)
CONSERVATION)

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)
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9(2)a

Stephanie Rowe)

)
)
)
)
)
)
)
Acting DIRECTOR-GENERAL OF
CONSERVATION

[Print Name])

Position

Service Provider

SIGNED for and on behalf of)

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)
Intellico.co.nz Limited; LPR Enforcement)
Services Limited; trading as Stellar)

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9(2)a

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David Gould)

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)
Commercial Director

[Print Name])

Position

Released under the Official Information Act 1982

Schedule 1 – Agreement details and Service Levels

Table 1 - Agreement details

INSURANCE REQUIREMENTS	Insurance type	Amount
(Clause 10)	Professional indemnity	9(2)(b)(ii)
	Public liability	\$2 million
	Motor vehicle (including cover for third party liability)	\$2 million
COMMENCEMENT DATE		
(Clause Error! Reference source not found.)	[upon Agreement being signed]	
EXPIRY DATE		
(Clause Error! Reference source not found.)	30 June 2027	
RENEWAL		
(Clause 2.3)	<p>The Buyer may extend the term of this Agreement for up to two years (for a first renewal), and up to one year (for a second renewal), by giving the Service Provider notice in writing at least 60 Business Days before the Expiry Date, or the expiry of the relevant renewal period, as the case may be.</p> <p>Should the Buyer not want to progress beyond the initial term a disengagement plan will need to be prepared by the expiry date outlining what the plan covers and an appropriate timeline.</p>	
THE BUYERS NOTICE DETAILS		
(Clause 14)	Address for Notices:	Conservation House 18-32 Manners Street Wellington 6011
	Phone	9(2)a
	Attention:	Cameron Hyland OR Joe Ellingham
	Email:	Chyland@doc.govt.nz jellingham@doc.govt.nz Invoices to be send to – docinvoices@doc.govt.nz
SERVICE PROVIDER'S NOTICE DETAILS		
(Clause 14)	Address for Notices:	RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand
	Phone	9(2)a
	Attention:	David Gould Commercial Director

	Email:	9(2)a
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Table 2 – System Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Minimum Service Level	Tools and reporting
Availability	System Uptime	<p>9(2)(b)(iii) and to end service availability between the hours of 7.00 and 7.00 pm every day in each month.</p> <p>Stellar is not responsible for system outages caused by third parties over which Stellar has no power or control - e.g. internet outages caused by telecommunications providers, payment interruptions caused by payment gateway providers, etc. Outages caused by third parties should not be included in uptime/downtime calculations.</p>	Monthly Service availability report. Due by 5 th business day after the end of each month
Availability	Batteries	<p>Batteries must provide reliable operation under normal conditions without requiring frequent replacement.</p> <ul style="list-style-type: none"> Batteries are expected to last a minimum of 9(2)(b)(ii) with-out any solar input Batteries are expected to last a minimum of one month 9(2)(b)(ii) 9(2)(b)(ii) solar in 	Each change to be reported as part of monthly reporting. Due by 5 th business day after the end of each month
Availability	Planned Maintenance / System outage. Where no interruption to service	Notice to be provided to DOC and agreed a minimum of 5 days before planned maintenance or system outage.	Reported as part of monthly reporting. Due by 5 th business day after the end of each month
Availability	Planned Maintenance / System outage. Where services will be interrupted	Notice to be provided to DOC and agreed a minimum of 9(2)(b)(ii) before planned maintenance or m outage. Planned outages with service interruption must take place outside business hours (7.00 am to 7.00 pm).	Reported as part of monthly reporting. Due by 5 th business day after the end of each month
Availability	System Monitoring	The supplier will monitor systems and hardware proactively. Reporting and managing interruptions and incidents in accordance with Schedule 1 – Table 5.	Each interruption or incident to be reported as part of monthly reporting. Due by 5 th business day after the end of each month
Availability	Unplanned maintenance	See Issue Resolution under Issues, Service Request and Query Service Levels in accordance with Schedule 1 – Table 5, and SOW Appendix 1.	

Service Type	Service Type Description	Minimum Service Level	Tools and reporting
Accuracy	NPR Camera Accuracy	9(2)(b)(ii) accuracy of number plate recognition. Monthly Reporting to show number of plates which cannot be recognised as a % of total car park entries and exits.	
Reporting and Data	Customer Service Report	Reporting on agreed service quality measures from contact centre in accordance with Schedule 1 – Table 3.	Reported as part of monthly reporting. Due by 5 th business day after the end of each month
Reporting and Data	Parking transaction data	Detailed parking transactional data monthly for analytical purposes. Reporting period same as financial period and sum of parking revenue must reconcile to financial summary. Submitted monthly by 9(2)(b) business day after month end	Transactional Report
Reporting and Data	Parking infringement data	Detailed parking transactional data monthly for analytical purposes. Reporting period same as financial period and sum of parking revenue must reconcile to financial summary. Submitted monthly by 9(2)(b) business day after month end	Infringement Report
Infringement	Time to send infringement notice	9(2)(b) business days	
Financial	Financial: Payment remittance of parking and infringement revenue.	Payment by 9(2)(b) Business Day of each month.	
Reporting and Data	Financial.	Financial remittance advice due by 9(2)(b)(ii) day of each month. Data must be submitted securely by electronic transfer.	Reporting data submission: Parking revenue remittance and reconciliation advice
Data	Car parking transactional data set transmission to DOC	Daily by 9(2)(b)(ii)	
Data Recoverability		In the event of loss of the service, data (excluding unsaved data) will be recovered in accordance with the Business Continuity and Disaster Recovery plans.	Reported as part of monthly reporting provided to DOC within 5 business days of the end of each month.

Schedule 1 continued:

Table 3 – Service quality (connected to clause 6.3 MSA)

Service Type	Service Type Description	Measure
Visitor satisfaction	First contact resolution	9(2)(b)(ii)
Visitor satisfaction	Call wait time	9(2)(b)(ii)
Call Centre	Call centre availability	Hours of operation will be 8am to 11pm Monday to Saturday, and 10am to 10pm on Sundays, every day in each month.
	Call escalation	Record and report on all calls escalated as issues.

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Schedule 1 continued:

Table 4 – Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
Description	<ul style="list-style-type: none"> • All carpark unable to process parking transactions • Business-critical systems or services completely unavailable • Significant financial impact or risk <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> • Single carpark unable to process parking transactions • Service severely degraded across all carparks but not completely unavailable • Significant impact but with some workaround possible • Affects multiple users or a critical business function • Urgent request for Service change <p>Examples: Reporting unavailable but parking services still functioning. Single carpark unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> • Service severely degraded at a single carpark but not completely unavailable • Limited impact on business operations • Non-critical service affected • Workaround available at impacted carpark • Tariff change at a car park <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> • Minimal business impact • Service inconvenience for individual users • Standard service request • Non-urgent issues • Non-urgent request for information <p>Example: Non-Urgent information request, signage replacement</p>

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Schedule 1 continued:

Table 5 – Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) ¹	High (P2) ¹	Medium (P3) ¹	Low (P4) ¹
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)(b)(ii) unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised if issue is system wide.	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion. Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting

¹ Refer to Table 4 for priority level definitions (P1-4)

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Schedule 1 continued:

Table 6 – Monthly operational review meeting (connected to clause 1.6 MSA)

Frequency & duration:	Monthly commencing (time and date to be determined after commencement of services) Allow for one hour meeting and one hour follow up on agreeing meeting minutes
Core attendees:	DOC contract manager and one other DOC staff member Supplier: Service manager nominated in RFP and allowance for one other
Objectives/ responsibilities:	<ul style="list-style-type: none">• Review Paid Parking Pilot – Service levels• Key risks and issues register and mitigations
Supplier input:	<ul style="list-style-type: none">• Agenda• Services<ul style="list-style-type: none">○ Customer services reporting○ Parking services reporting○ Infringement reporting○ Parking exemptions reporting• Operations<ul style="list-style-type: none">○ Repairs and Maintenance

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	<ul style="list-style-type: none"> o Service change requests • Minutes and actions from last OR meeting • Updated risks and issues register with mitigations
Outputs:	<ul style="list-style-type: none"> • Meeting minutes and must be signed off by both parties within five working days. • Updated risks and issues register with mitigations

Schedule 1 continued:

Table 7 – Six monthly performance review: (subject to negotiation) (connected to clause 1.6 MSA)

Frequency & duration:	During the pilot phase every 9(2)(b)(ii) after commissioning then 9(2)(b)(ii) One hour (at a date and time to be determined after commencement of services)
Core attendees:	DOC contract manager and three other DOC staff member Supplier: Service manager nominated in RFP and allowance for one other
Objectives/ responsibilities:	<p>Review contractual performance</p> <ul style="list-style-type: none"> • Review Paid Parking Pilot – Service levels 1-6 <p>Review of overall performance for the period, reporting on targets, trends, initiatives undertaken, successes and challenges</p> <p>Discuss governance issues and manage those issues appropriately</p> <p>Key risks and issues register and mitigations</p>

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Supplier input:	Agenda Minutes and actions from last six-monthly review meeting Quality and services report Updated risks and issues register with mitigations
Outcomes:	Meeting minutes must be signed off by both parties within five working days. Updated risk and issues register with mitigations New opportunities identified, and Accepted Six Monthly Review Summary Report.

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Statement of Work - DOCs northern and southern car parks at Dolomite Point, Punakaiki.

Statement of Work (SoW)



Department of Conservation
Te Papa Atawhai

The Parties

The Director-General of the Department of Conservation

(Buyer)

Conservation House, 18-32 Manners Street, Wellington 6011

and

Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar

(Service Provider)

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

Acceptance

In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

9(2)a

(signature)

For and on behalf of the **Service Provider**:

9(2)a

(signature)

name: Stephanie Rowe

position: Acting Director-General

date: 11 Sept 2025

name: David Gould

position: Director

date: 15th September 2025

Start Date	31 st October 2025
End Date	30 th June 2027

Contact for this Statement of Work	Buyer's Contact/Site Lead		Provider's Contact/Site Lead
	Name:	Cam Hyland or Joe Ellingham	JP Kilham
	Title / position:	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	Address:	DOCs northern and southern car parks at Dolomite Point, Punakaiki.	Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand
	Phone:	9(2)a	
	Fax:		
	Email:	Chyland@doc.govt.nz jellingham@doc.govt.nz	9(2)a

Description of Services
<p>Contract</p> <p>The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement. The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.</p> <p>Description of Services</p> <p>The Service Provider shall provide parking services to the Buyer and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.</p> <p>Deliverables</p> <p>Customer Services</p> <p>Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.</p> <p>Stellar shall receive communications directly from DOC in follow escalation steps:</p> <ul style="list-style-type: none"> • Jobs can be logged via Stellar's email 9(2)a • 9(2)a • 9(2)a <p>In dealing with customer enquires Stellar will process refunds to customer credit cards.</p> <p>Parking Services</p> <p>The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras. Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.</p>

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely “over the air”.

Multi-channel payment options

Stellar’s parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
 - Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
 - ParKiwi mobile app: Enables remote payment, top-ups, and receipt access.
- vPermit system: Stellar shall provide an online permit system called vPermit, this will enable DOC to offer discounted parking tariff rates to Contractors and other user groups. The system shall include automatic verification of the Contractor by typically using the Contractor email address. The service does not include manual validation or verification of permit applications.

Infringement Services

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle’s registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

Payment Processing

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP’s, QR Code payments and the Breach notice payment portal.

All payments systems must be PCI-DSS compliant and meet EMV Level 1 & 2, PCI PTS 3.x, and SRED standards.

The payment solutions must enable the future potential introduction of credit card transaction fees, as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

Hardware maintenance

Planned maintenance

9(2)(b)(iii)



9(2)(b)(ii)

Batteries

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

In addition to the standard monthly reports the parties will agree to an annual time allowance of 9(2)(b) to be provided by Stellar for ad hoc reporting services, provision of which shall be included in Stellar's revenue share fee.

Reporting beyond the standard reports and the annual time allowance for ad hoc reporting shall be agreed in writing with the nominated DOC representative. The agreement will include a brief scope, and a scheduled fee estimate on a time and materials basis.

The charge out rates set out in Schedule 2

Financial reporting and reconciliation

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to "THE BUYER". This process includes:

Revenue Collection and Bank Accounts

9(2)(b)(ii)

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

Documentation and Transparency

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the **5th business day** of the following month.

Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 October 2025

Approvals and consents

“None”.

Service Provider’s Approved Personnel

Name	JP Kilham
Position	Business Development Executive
Specialisation	Project Implementation

Service Provider's Approved sub-contractors

Name	Dualcom Technology Ltd
Address	9(2)a [REDACTED]
Specialisation	Project implementation
Name	Orikan New Zealand Limited
Address	21 William Pickering Drive, Albany, Auckland 0632
Specialisation	Project implementation

Access arrangements over private land

Not applicable.

Health and safety on the Site

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

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Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels

Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
Description	<ul style="list-style-type: none"> • All carpark unable to process parking transactions • Business-critical systems or services completely unavailable • Significant financial impact or risk <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> • Single carpark unable to process parking transactions • Service severely degraded across all carpark but not completely unavailable • Significant impact but with some workaround possible • Affects multiple users or a critical business function • Urgent request for Service change <p>Examples: Reporting unavailable but parking services still functioning. Single carpark unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> • Service severely degraded at a single carpark but not completely unavailable • Limited impact on business operations • Non-critical service affected • Workaround available at impacted carpark • Tariff change at a car park <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> • Minimal business impact • Service inconvenience for individual users • Standard service request • Non-urgent issues • Non-urgent request for information <p>Example: Non-Urgent information request, signage replacement</p>

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Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) ¹	High (P2) ¹	Medium (P3) ¹	Low (P4) ¹
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)b unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised if issue is system wide.	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting	Within 9(2)b from completion Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting

¹ Refer to Table 4 for priority level definitions (P1-4)

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**Statement of Work - DOCs northern and southern car parks at Dolomite Point, Punakaiki.
Schedule 2 Fees and pricing**

1. Parking Tariffs and Breach Notices

1.1 Parking Tariffs

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

1.2 Breach Notice Fee

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar car parks.

1.3 Default Breach Notice Fee

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

1.4 Revenue Allocation from Breach Notices

Of each Breach Notice payment received:

- [REDACTED]
- **9(2)(b)(ii)**

1.5 Waiver Rights

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

2. Service Fees

2.1 Monthly Service Fee

9(2)(b)(ii)

2.2 Payment and Reconciliation

9(2)(b)(ii)

2.3 Additional Monthly Direct Fees

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- Each cost is a genuine third-party expense incurred by the Service Provider in the delivery of services under this Agreement.
- The Service Provider must provide **reasonable evidence of an increase** in the direct cost to support any proposed adjustment to the fees.
- Any negotiated cost **reductions** or improved rates must also be **passed on to "THE BUYER"**.
- The cost is **pre-approved in writing** by "THE BUYER" and clearly itemised in the monthly invoice.
- The cost is consistent with the pricing table below or otherwise agreed in writing.

Item / model / product	Quantity	Unit Price	Extended Price
------------------------	----------	------------	----------------

Kiosk data for one SIM - if additional SIM then double price	1	9(2)i	
One NZ data sims for camera routers	2		
<u>LPR Cameras</u>			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	3		
<u>Parking machines</u>			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	4		
Total chargeable Fees (excluding GST)			\$ 9(2)b
Ezicom Transactions fees - per transaction			\$ 9(2)i

On-site support	Unit of Measure	Fee Rate (exc GST)
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	1 hour	9(2)i
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours	1 hour	
Travel and accommodation charged separately	Per night	

2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

3. Funds Collected on Behalf of “THE BUYER”

3.1 Trust Account

All funds collected by the Service Provider on behalf of "THE BUYER", including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for "THE BUYER", pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard "THE BUYER"'s entitlements.

3.2 Account Structure and Management

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider's operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of "THE BUYER" and shall not be used for the Service Provider's own operational or financial activities.

3.3 No Set-Off or Interest Benefit

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of "THE BUYER". Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by "THE BUYER".

3.4 Banking Arrangements

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide "THE BUYER" with written confirmation of the account structure and its intended use.

4. Annual Pricing Review

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier's actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

5. Reporting Rate Card

The following rates apply to additional reporting or professional services requested by "THE BUYER" that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)

Role	Hourly Rate (excl. GST)
Business Analyst	
Account Manager	9(2)(
Report Specialist	b)(ii)
Materials*	

*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

Released under the Official Information Act 1982

Statement of Work (SoW)



Department of Conservation
Te Papa Atawhai

The Parties

The Director-General of the Department of Conservation

(Buyer)

Conservation House, 18-32 Manners Street, Wellington 6011

and

Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar

(Service Provider)

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

Acceptance

In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:

9(2)a

(signature)

For and on behalf of the **Service Provider**:

9(2)a

(sig

name: Stephanie Rowe

position: Acting Director-General

date: 11 Sept 2025

name: David Gould

position: Director

date: 15th September 2025

Start Date	31 st October 2025
End Date	30 th June 2027

Contact for this Statement of Work	Buyer's Contact/Site Lead	Provider's Contact/Site Lead	
	Name:	Cam Hyland or Joe Ellingham	JP Kilham
	Title / position:	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	Address:	Franz Joseph Valley and Wombat Car Park	
	Phone:	9(2)a	
	Fax:		
	Email:	Chyland@doc.govt.nz jellingham@doc.govt.nz	9(2)a

Description of Services

Contract

The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement.

The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.

Description of Services

The Service Provider shall provide parking services to "THE BUYER" and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.

Deliverables

Customer Services

Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.

Stellar shall receive communications directly from DOC in follow escalation steps:

- Jobs can be logged via Stellar's email 9(2)a
- 9(2)a
- 9(2)a
- 9(2)a

In dealing with customer enquires Stellar will process refunds to customer credit cards.

Parking Services

The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras.

Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely "over the air".

Multi-channel payment options

Stellar's parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
- Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
- Parkiwi mobile app: Enables remote payment, top-ups, and receipt access.

vPermit system: Stellar shall provide an online permit system called vPermit, 9(2)(b)(ii)

9(2)(b)(ii)

Infringement Services

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle's registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

Payment Processing

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP's, QR Code payments and the Breach notice payment portal.

All payments systems must be 9(2)(b)(ii)

The payment solutions must enable the future potential introduction of credit card transaction fees, as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

Hardware maintenance

Planned maintenance

9(2)(b)(ii)

Un planned maintenance

9(2)(b)(ii)

9(2)(b)(ii)

Batteries

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

Training

9(2)(b)(ii)

Reporting

The parties agree to keep the quantity of reports to a reasonable number.

The below standard reports will be provided monthly:

- Customer service report, includes but not limited to:

-
-
-

9(2)(b)(ii)

- Parking exemptions report

-
-
-

9(2)(b)(ii)

- Parking data

-

9(2)(b)(ii)

- Infringement data

-

9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

9(2)(b)(ii)

The charge out rates set out in Schedule 2

Financial reporting and reconciliation

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to DOC. This process includes:

Revenue Collection and Bank Accounts

9(2)(b)(ii)

Month-End Reconciliation

At the end of each month, Stellar will reconcile:

9(2)(b)(ii)

Payment to “THE BUYER”

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

Documentation and Transparency

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the 9(2)(b) business day of the following month.

Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 st October 2025

Approvals and consents

“None”.

Service Provider’s Approved Personnel

Name	JP Kilham
Position	Business Development Executive
Specialisation	Project Implementation

Service Provider's Approved sub-contractors

Name	Dualcom Technology Ltd
Address	9(2)b
Specialisation	Project implementation
Name	Orikan New Zealand Limited
Address	21 William Pickering Drive, Albany, Auckland 0632
Specialisation	Project implementation

Access arrangements over private land

Not applicable.

Health and safety on the Site

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

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Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels

Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
Description	<ul style="list-style-type: none"> • All car parks unable to process parking transactions • Business-critical systems or services completely unavailable • Significant financial impact or risk <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> • Single car park unable to process parking transactions • Service severely degraded across all car parks but not completely unavailable • Significant impact but with some workaround possible • Affects multiple users or a critical business function • Urgent request for Service change <p>Examples: Reporting unavailable but parking services still functioning. Single car park unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> • Service severely degraded at a single car park but not completely unavailable • Limited impact on business operations • Non-critical service affected • Workaround available at impacted car park • Tariff change at a car park <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> • Minimal business impact • Service inconvenience for individual users • Standard service request • Non-urgent issues • Non-urgent request for information <p>Example: Non-Urgent information request, signage replacement</p>

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Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) ¹	High (P2) ¹	Medium (P3) ¹	Low (P4) ¹	
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)				
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions	9(2)(b)(ii)				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)b unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A	
Issue Resolution	Expected Service request / Issue completion time from the point of being raised if issue is system wide.	9(2)(b)(ii)				
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)b from completion Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting	Within [redacted] from completion. Details to be included in monthly service reporting	Within 9(2)b from completion. Details to be included in monthly service reporting	

¹ Refer to Table 4 for priority level definitions (P1-4)

Released under the Official Information Act 1982

Statement of Work - Franz Joseph Valley and Wombat Car Park

Schedule 2 - Fees and pricing

1. Parking Tariffs and Breach Notices

1.1 Parking Tariffs

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

1.2 Breach Notice Fee

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar carparks.

1.3 Default Breach Notice Fee

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

1.4 Revenue Allocation from Breach Notices

Of each Breach Notice payment received:

- 9(2)(b)(ii)
- [Redacted]

1.5 Waiver Rights

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

2. Service Fees

2.1 Monthly Service Fee

9(2)(b)(ii)

2.2 Payment and Reconciliation

9(2)(b)(ii)

2.3 Additional Monthly Direct Fees

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- 9(2)(b)(ii)
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Item / model / product	Quantity	Unit Price	Extended Price
One NZ data sims for camera routers	1	9(2)(b)(ii)	[Redacted]

LPR Cameras			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			9(2)(b)(ii)
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	1		
Parking machines			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	3		
Total chargeable Fees (excluding GST)			\$ 9(2)(b)(ii)
Ezicom Transactions fees - per transaction			\$ 9(2)(b)(ii)

On-site support	Unit of Measure	Fee Rate (exc GST)
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	9(2)(b)(ii)	9(2)(b)(ii)
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours		
Travel and accommodation charged separately	Per night	

2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

3. Funds Collected on Behalf of “THE BUYER”

3.1 Trust Account

All funds collected by the Service Provider on behalf of “THE BUYER”, including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for “THE BUYER”,

pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard “THE BUYER”’s entitlements.

3.2 Account Structure and Management

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider’s operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of “THE BUYER” and shall not be used for the Service Provider’s own operational or financial activities.

3.3 No Set-Off or Interest Benefit

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of “THE BUYER”. Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by “THE BUYER”.

3.4 Banking Arrangements

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide “THE BUYER” with written confirmation of the account structure and its intended use.

4. Annual Pricing Review

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier’s actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

5. Reporting Rate Card

The following rates apply to additional reporting or professional services requested by “THE BUYER” that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)
Business Analyst	
Account Manager	

Role	Hourly Rate (excl. GST)
Report Specialist	9(2)(b)(ii)
Materials*	9(2)(b)(ii)

*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

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Statement of Work - White Horse Hill Carpark Aoraki Mt Cook

Statement of Work (SoW)



Department of Conservation
Te Papa Atawhai

The Parties

The Director-General of the Department of Conservation

(Buyer)

Conservation House, 18-32 Manners Street, Wellington 6011

and

Intellico.co.nz Limited; LPR Enforcement Services Limited; trading as Stellar

(Service Provider)

RSM NEW ZEALAND (AUCKLAND), Rsm House, Level 2, 62 Highbrook Drive, East Tamaki, Auckland, 2013, New Zealand

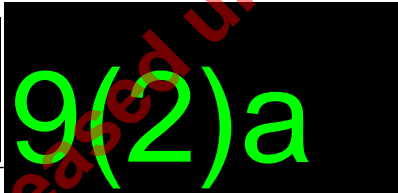
Agreement

The terms and conditions of the Master paid car parking Agreement (“Master Agreement”) apply in full to the Services provided under this Statement of Work (“SOW”).

Acceptance

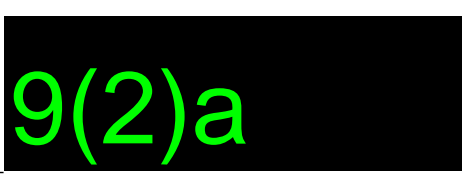
In signing this Statement of Work each Party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Buyer**:


9(2)a

(signature)

For and on behalf of the **Service Provider**:


9(2)a

(signature)

name: Stephanie Rowe

name: David Gould

position: Acting Director-General

position: Director

date: 11 Sept 2025

date: 15th September 2025

Start Date	31 st October 2025
End Date	30 th June 2027

Contact for this Statement of Work	Buyer's Contact/Site Lead		Provider's Contact/Site Lead
	Name:	Cam Hyland or Joe Ellingham	JP Kilham
	Title / position:	Cam -Visitor Services Manager Joe - Principal Commercial and Revenue Advisor	Business Development Executive
	Address:	White Horse Hill Carpark Aoraki Mt Cook	
	Phone:	9(2)a	
	Fax:		
	Email:	Chyland@doc.govt.nz jellingham@doc.govt.nz	9(2)a

Description of Services
<p>Contract</p> <p>The Goods and Services described in this SoW are provided under the terms and conditions of the Master Services Agreement. The Master Services Agreement was established for delivery of paid carparking at certain sites around New Zealand.</p> <p>Description of Services</p> <p>The Service Provider shall provide parking services to "THE BUYER" and its customers, and service car parking equipment at the location as detailed in Deliverables sections below. The Service shall be delivered as per the Service Levels as set out in MSA Schedule 2 and according to appendix 1 for this SoW.</p> <p>Deliverables</p> <p>Customer Services</p> <p>Stellar shall offer a customer call centre function which can respond to customer enquiries and issues concerning parking at the DOC site.</p> <p>Stellar shall receive communications directly from DOC in follow escalation steps:</p> <ul style="list-style-type: none"> • Jobs can be logged via Stellar's email 9(2)a • 9(2)a • 9(2)a <p>In dealing with customer enquires Stellar will process refunds to customer credit cards.</p> <p>Parking Services</p> <p>The Service Provider will deliver ticketless, cashless parking services using Pay-by-Plate machines and LPR cameras. Stellar will supply and operate the Ezicom Central Management System to ensure systems are working and accept payments.</p>

Stellar shall provide a Tariff management system which can offer different tariff rates by carpark, time spent in carpark or vehicle type. Tariff changes must be able to be applied remotely “over the air”.

Multi-channel payment options

Stellar’s parking solution supports a range of payment methods to ensure convenience and accessibility. The channels operate independently, ensuring redundancy and flexibility for users:

- On-site MetroLite Touch machines: Solar-powered, Pay-by-Plate machines with intuitive, icon-driven interfaces.
- Scan2Pay QR codes: Strategically placed signage allows visitors to pay using their smartphones without downloading an app.
- ParkKiwi mobile app: Enables remote payment, top-ups, and receipt access.
- vPermit system: Stellar shall provide an online permit system called vPermit, [REDACTED]

9(2)(b)(ii)

Infringement Services

Stellar shall supply and operate a suitable enforcement management software solution which is integrated with the wider parking machine and LPR Camera solutions. The enforcement solution will automatically monitor the carpark and will identify vehicles in violation of the carpark Terms and Conditions, resulting in a parking breach notice being generated and posted to the vehicle’s registered owner.

The enforcement management software solution must keep a historic record of all breach notices and associate payments.

Stellar will deal with all correspondence and disputes concerning all breach notices. Stellar shall supply and operate a suitable payment platform on which customers may use to pay their issued parking breach notice.

All breach notices will be manually reviewed before issuance. Notices for rental vehicles will be emailed via rental agencies to improve resolution. DOC will define waiver criteria, and Stellar will manage appeals accordingly. No breach notices will be issued during system downtime or payment unavailability.

In dealing with customer enquires Stellar will process refunds to customer credit cards.

Payment Processing

Stellar shall supply payment solutions which accept electronic payments namely VISA and Mastercard. Other card suppliers may be added in future. The payment solutions are to be used across the parking machines, mobile phone payment APP’s, QR Code payments and the Breach notice payment portal.

All payments systems must be 9(2)(b)(ii) [REDACTED]

The payment solutions must enable the future potential introduction of 9(2)(b)(ii) [REDACTED] as a separate charge to the standard parking fee.

Electronic payments received must be made directly into a separately identifiable Trust Bank Account that adheres to the Public Finance Act.

Hardware maintenance

Planned maintenance

9(2)(b)(ii) [REDACTED]

Un planned maintenance

9(2)(b)(ii) [REDACTED]

9(2)(b)(ii)

Batteries

The status of all batteries is monitored through the Ezicom Central Management System, which provides alerts on low battery levels.

9(2)(b)(ii)

Training

9(2)(b)(ii)

Reporting

The parties agree to keep the quantity of reports to a reasonable number.

The below standard reports will be provided monthly:

- Customer service report, includes but not limited to:

- 9(2)(b)(ii)
-
-

- Parking exemptions report

-
-
-

9(2)(b)(ii)

- Parking data

- 9(2)(b)(ii)

- Infringement data

- 9(2)(b)(ii)

Reporting includes a parking management system (Ezicom). Access will be provided to nominated DOC users.

In addition to the standard monthly reports the parties will agree to an annual time allowance of 9(2)(b) to be provided by Stellar for ad hoc reporting services, provision of which shall be included in Stellar's revenue share fee.

Reporting beyond the standard reports and the annual time allowance for ad hoc reporting shall be agreed in writing with the nominated DOC representative. The agreement will include a brief scope, and a scheduled fee estimate on a time and materials basis.

The charge out rates set out in the Reporting Rate Card (section 4) in Schedule 2.

Financial reporting and reconciliation

The Service Provider will undertake a structured month-end reconciliation and payment process to ensure accurate and timely financial reporting and remittance to "THE BUYER". This process includes:

Revenue Collection and Bank Accounts

9(2)(b)(ii)

- 9(2)(b)(ii)
- [REDACTED]

9(2)(b)(ii)

Month-End Reconciliation

At the end of each month, Stellar will reconcile:

9(2)(b)(ii)

Payment to “THE BUYER”

9(2)(b)(ii)

A supporting spreadsheet will accompany the invoice, detailing:

- Transaction volumes and values
- 9(2)(b)(ii)
- Reconciliation summary

Documentation and Transparency

- The invoice and spreadsheet will include an **Invoice Detail tab** summarising the reconciliation and payment.
- “THE BUYER” will receive this documentation by the 9(2)(b) **business day** of the following month.

Deliverable/Milestone	Performance Standards	Due date
Start operation of paid parking		31 st October 2025

Approvals and consents

“None”.

Service Provider’s Approved Personnel

Name	JP Kilham
Position	Business Development Executive
Specialisation	Project Implementation

Released under the Official Information Act 1982

Service Provider's Approved sub-contractors

Name	Dualcom Technology Ltd
Address	9(2)a
Specialisation	Project implementation
Name	Orikan New Zealand Limited
Address	21 William Pickering Drive, Albany, Auckland 0632
Specialisation	Project implementation

Access arrangements over private land

Not applicable.

Health and safety on the Site

- A Safety Plan is required.
- The Safety Plan will be audited.
- Known hazards on the Site: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any staff of the Buyer or other people in the vicinity of the Site where there is potential for some contact between the Supplier and such people: DOC's district office will advise, contact them ahead of any site visits for updated information.
- Details of any other services being carried out on the Site, which might affect the Supplier or the Services: DOC's district office will advise, contact them ahead of any site visits for updated information.

Released under the Official Information Act 1982

Appendix 1 to template Statement of Work: Issue, Service Request and Query Service Levels

Descriptions of Priority levels

Priorities	Critical (P1)	High (P2)	Medium (P3)	Low (P4)
Description	<ul style="list-style-type: none"> • All carpark unable to process parking transactions • Business-critical systems or services completely unavailable • Significant financial impact or risk <p>Examples: Payment gateway interruption, Tariffs unable to be applied</p>	<ul style="list-style-type: none"> • Single carpark unable to process parking transactions • Service severely degraded across all carpark but not completely unavailable • Significant impact but with some workaround possible • Affects multiple users or a critical business function • Urgent request for Service change <p>Examples: Reporting unavailable but parking services still functioning. Single carpark unable to process payments. Only NPR Camera at a car park not functioning</p>	<ul style="list-style-type: none"> • Service severely degraded at a single carpark but not completely unavailable • Limited impact on business operations • Non-critical service affected • Workaround available at impacted carpark • Tariff change at a car park <p>Example: Individual users unable to access systems. Single parking machine unavailable at a car park</p>	<ul style="list-style-type: none"> • Minimal business impact • Service inconvenience for individual users • Standard service request • Non-urgent issues • Non-urgent request for information <p>Example: Non-Urgent information request, signage replacement</p>

Released under the Official Information Act 1982

Issues, Service Request and Query Service Levels (connected to clause 6.3 MSA)

Service Type	Service Type Description	Critical (P1) ¹	High (P2) ¹	Medium (P3) ¹	Low (P4) ¹
Issue Acknowledgement	Acknowledgement of an Issue/Query or service request raised either via email, call or supplier provided helpdesk/system/portal	9(2)(b)(ii)			
Issue Response	Response time for supplier to determine priority and respond to DOC with proposed Actions				
Issue Update	Frequency of proactive updates on progress of Issues/Query or service request and any issues preventing its resolution.	Daily at 9(2)(b) unless otherwise agreed or when there is a change in the status, or a dependency has been met, or a delay is incurred.	When there is a change in the status, or a dependency has been met, or a delay is incurred.	N/A	N/A
Issue Resolution	Expected Service request / Issue completion time from the point of being raised if issue is system wide.	9(2)(b)(ii)			
Issue Closure	Service request closure details provided in an email confirmation which includes all relevant information for that service activity including any additional charges incurred as part thereof.	Within 9(2)(b)(ii) from completion. Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion. Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion. Details to be included in monthly service reporting	Within 9(2)(b)(ii) from completion. Details to be included in monthly service reporting

¹ Refer to Table 4 for priority level definitions (P1-4)

Released under the Official Information Act 1982

Statement of Work - White Horse Hill Carpark Aoraki Mt Cook

Schedule 2 - Fees and pricing

1. Parking Tariffs and Breach Notices

1.1 Parking Tariffs

The parking tariffs shall be set at the sole discretion of "THE BUYER" and may vary by site, time, or vehicle type. Tariffs may be updated by "THE BUYER" at any time with written notice to the Service Provider.

1.2 Breach Notice Fee

The Breach Notice Fee shall be jointly agreed between "THE BUYER" and Stellar and may be reviewed from time to time by mutual agreement, having regard to prevailing market rates for similar carparks.

1.3 Default Breach Notice Fee

Unless otherwise agreed in writing, the Breach Notice Fee shall remain at \$75.00, with an additional \$20.00 late payment fee applying where payment is not received within the 20 days.

1.4 Revenue Allocation from Breach Notices

Of each Breach Notice payment received:

- 9(2)(b)(ii)
- [REDACTED]

1.5 Waiver Rights

"THE BUYER" reserves the right, at its sole discretion, to waive any Breach Notice.

2. Service Fees

2.1 Monthly Service Fee

9(2)(b)(ii)

2.2 Payment and Reconciliation

9(2)(b)(ii)

2.3 Additional Monthly Direct Fees

In addition to the Monthly Service Fee under clause 2.1 of this Schedule, "THE BUYER" shall reimburse the Service Provider for certain direct monthly costs, provided that:

- 9(2)(b)(ii)
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Item / model / product	Quantity	Unit Price	Extended Price
------------------------	----------	------------	----------------

Kiosk data for one SIM - if additional SIM then double price	2	9(2)(b)(ii)	
One NZ data sims for camera routers	1		
LPR Cameras			
EziCom PinForce Remote LPR Module EziCom Camera Connection Camera System Secure Data			
LPR Entry/Exit cameras MONTHLY fees - fixed fee per camera	3		
Parking machines			
EziCom CMS System Secure Data Connection Credit Card Processing eReceipts	4		
Total chargeable Monthly Fees (excluding GST)			\$ 9(2)(b)(ii)
Ezicom Transactions fees - per transaction			9(2)(b)(ii)

On-site support	Unit of Measure	Fee Rate (exc GST)
Stellar: Stellar technician site attendance rates - includes vehicle charge - minimum 3 hours	9(2)(b)(ii)	9(2)(b)(ii)
Orikan: Orikan technician site attendance rates - includes vehicle charge - minimum 3 hours		
Travel and accommodation charged separately	Per night	

2.4 Audit and Verification of Direct Costs

“THE BUYER” reserves the right to request evidence of any direct cost charged under clause 2.3 of this Schedule. The Service Provider must, upon request:

- Provide third-party invoices or other documentation substantiating the cost.
- Demonstrate that the cost increase is directly attributable to the services provided under this agreement.
- Cooperate with any audit or review conducted by “THE BUYER” or its nominated representative.

Failure to provide satisfactory evidence may result in the cost being disallowed or recovered.

3. Funds Collected on Behalf of “THE BUYER”

3.1 Trust Account

All funds collected by the Service Provider on behalf of “THE BUYER”, including but not limited to Carpark Revenue and Breach Notice payments, shall be treated as **funds held on trust** for “THE BUYER”, pursuant to the principles of the New Zealand Public Finance Act 1989, notwithstanding that no formal trust structure or Trust Deed exists. This designation is intended to reflect the fiduciary nature of the arrangement and the obligation to safeguard “THE BUYER”’s entitlements.

3.2 Account Structure and Management

The Service Provider shall ensure that all such funds are deposited into a **separate bank account**, distinct from the Service Provider’s operating accounts. This account shall be used solely for the purpose of holding third-party funds on behalf of “THE BUYER” and shall not be used for the Service Provider’s own operational or financial activities.

3.3 No Set-Off or Interest Benefit

The Service Provider shall not offset any of its own costs, liabilities, or obligations against the funds held on behalf of “THE BUYER”. Furthermore, the Service Provider shall not derive any interest or financial benefit from the holding of these funds, unless expressly agreed in writing by “THE BUYER”.

3.4 Banking Arrangements

Service Provider shall consult directly with its banking provider to establish an account type that is suitable for holding third-party funds in accordance with the principles outlined in this Schedule. Service Provider shall provide “THE BUYER” with written confirmation of the account structure and its intended use.

4. Annual Pricing Review

4.1 All fees and charges under this Agreement (other than Breach Notice Fees and Revenue Share under clauses 1 and 2) of this Schedule shall be subject to an annual review on the anniversary of the Contract Commencement Date.

4.2 Any adjustment to pricing shall be negotiated in good faith between the Parties, having regard to relevant market conditions and the Supplier’s actual cost drivers. The Supplier must provide reasonable evidence of increased costs directly attributable to the services provided under this Agreement. In the absence of such evidence, pricing shall remain unchanged.

4.3 If the parties are unable to agree on a revised price following the annual review, the matter shall be resolved in accordance with the dispute resolution process set out in section 11 of this Agreement. Until the dispute is resolved, the existing pricing shall remain in effect.

5. Reporting Rate Card

The following rates apply to additional reporting or professional services requested by “THE BUYER” that fall outside the scope of the standard monthly and annual reporting included in the Monthly Service Fee (clause 2.1 of this Schedule). These rates are exclusive of GST and are subject to clause 2.4 of this Schedule (Audit and Verification of Direct Costs).

Role	Hourly Rate (excl. GST)
Technical Director	9(2)(b)(ii)
Business Analyst	
Account Manager	
Report Specialist	
Materials*	9(2)(b)(ii)

*Materials refers to physical components or consumables required for maintenance or reporting deliverables. Labour must not be included under this heading. All materials must be supported by itemised documentation and are subject to "THE BUYER" approval and audit.

Released under the Official Information Act 1982