

Concession Document (One-Off Filming Permit)

Concession Number: ~&~PermissionPermissionNumber^&^

THIS CONCESSION is made this day of

PARTIES:

Minister of Conservation (the Grantor)

~&~HolderTableLegalName^&^ (the Concessionaire)

BACKGROUND

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

OPERATIVE PARTS

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

Select one of the following options below and delete the other

If decision maker is signing an original copy use this option

Select one only of the following execution clauses and delete the other four

- 1. Individual**

<p>_____</p> <p>SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate] acting under delegated authority</p> <p>in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>OR</p> <p>If decision maker is signing by way of electronic signature, use this option</p> <p>_____</p> <p>[INSERT DIGITAL SIGNATURE]</p> <p>_____</p> <p>SIGNED on behalf of the Minister of Conservation by [insert name and title of delegate] acting under delegated authority</p> <p>in the presence of:</p> <p>_____</p> <p>[INSERT DIGITAL SIGNATURE]</p> <p>_____</p> <p>Witness Signature</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<p>_____</p> <p>SIGNED by [insert name of Concessionaire if an individual]</p> <p>in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>Witness Name: _____</p> <p>Witness Occupation: _____</p> <p>Witness Address: _____</p> <p>2. Company with more than one Director</p> <p>SIGNED for [insert name of Company] Limited by:</p> <p>_____</p> <p>Director Name</p> <p>AND</p> <p>_____</p> <p>Director Name</p> <p>3. if you have checked the Company records at the Company's office and have confirmed that the Company has only one Director</p>
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SIGNED for [insert name of Company] Limited
by its Director [insert name]

in the presence of:

Witness Signature

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

4. Partnership

SIGNED on behalf of [insert name of
partnership] by [insert name of authorised
signatory]

in the presence of:

Witness Signature

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

5. Incorporated Society

The seal of [insert name of Incorporated
Society] was affixed in the presence of :

	<hr/> <p>Authorised Signatory Name</p> <hr/> <p>Authorised Signatory Name</p>
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SCHEDULE 1

1.	Land (Clause 2)	Insert from the application all the locations where the filming is to occur
2.	Concession Activity (clause 2)	~&~PermissionPermissionDescription^&^ Insert a brief description of the filming activity - include any special effects ,temporary structures animals as per the application
3.	Term (clause 2)	The period commencing from and including ~&~PermissionTermStart^&^ and ending on and including ~&~PermissionTermEnd^&^
4.	Concession Fee (clause 3)	\$xxx plus GST
5.	Concession Fee Payment Date(s) (clause 3)	
6.	Health and Safety (clause 8)	Audited Safety Plan: Required / Not required Auditors certificate of approval to be provided to Grantor
7.	Insurance (To be obtained by Concessionaire) (clause 7)	Types and amounts: Public Liability Insurance for: <ul style="list-style-type: none"> (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. delete if no vehicle involved in activity Consider other insurances if there is aircraft involved
8.	Addresses for Notices (clause 11)	The Grantor's address is: NB: Use street address District Office email address XXX District Office Office address
		The Concessionaire's address in New Zealand is: NB: Use street address ~&~HolderTableStreetAddress^&^ Phone: ~&~HolderTableContactWorkPhone^&^ Fax: ~&~HolderTableContactFax^&^ Email:
9.	Special Conditions	See Schedule 3.

	(clause 13)	
10.	Processing Fee (clause 3)	\$XXX + GST

Note: The clause references are to the Minister of Conservation's Standard Terms and Conditions for One-off Filming Permits set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS FOR ONE-OFF FILMING PERMITS

1. Interpretation

- 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity for the Term as specified in Items 2 and 3 of Schedule 1.
- 2.2 Unless authorised in writing by the Grantor the Concessionaire in carrying out the Concession Activity must not use any:
- (a) aircraft; or
 - (b) vehicle other than on a formed roadway.
- 2.3 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

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

- 3.1 The Concessionaire must pay all fees to the Grantor in the manner directed by the Grantor.
- 3.2 Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.

4. When can the Concession be assigned?

- 4.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person other than the Concessionaire) without the prior written consent of the Grantor.

5. What are the obligations to protect the environment?

- 5.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
- 5.2 The Concessionaire must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 5.3 The Concessionaire must not bury:
 - (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. When can structures be erected?

- 6.1 For purposes of this Concession, "Structures" means chattels of any description.
- 6.2 The Concessionaire must not place any Structures on the Land without the prior written consent of the Grantor.
- 6.3 The Concessionaire must keep all Structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.

7. What are the liabilities and who insures?

- 7.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 7.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 7.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 7.4 Without prejudice to or in any way limiting its liability under this clause 7 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums stated in Item 7 of Schedule 1 with a substantial and reputable insurer.
- 7.5 The Concessionaire must, provide to the Grantor within 5 working days of the Grantor so requesting:
 - (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
 - (b) a copy of the current certificate of such policies.

8. What about Health and Safety?

- 8.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 6 of Schedule 1), and with any safety directions of the Grantor.
- 8.2 Before commencing the Concession Activity the Concessionaire must where the Concessionaire has Qualmark or Outdoorsmark certification provide the Grantor with a copy of that certification.
- 8.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 6 of Schedule 1:
- (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) The Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 8.4 For any Concession Activity that is subject to the Health and Safety in Employment (Adventure Activities) Regulations 2011, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under clause 8.2(b).
- 8.5 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 8.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 6 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 8.7 The Concessionaire must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;

- (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 6;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

9. When can the Concession be terminated?

- 9.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may by notice in writing to the Concessionaire terminate this Concession.

10. Are there limitations on public access and closure?

- 10.1 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

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

- 11.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 8 of Schedule 1. Any such notice is to be deemed to have been received:
 - (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of fax, on the date of dispatch;
 - (c) in the case of post, on the 3rd working day after posting;
 - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

- 11.2 If either party's details stated out in Item 8 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

12. What about the payment of costs?

- 12.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 12.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the

Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession. This includes the right to recover outstanding money owed to the Grantor.

13. Are there any Special Conditions?

13.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

14. The Law

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

SCHEDULE 3

SPECIAL CONDITIONS

Processing Fee (*delete if the activity is not occurring immediately*)

1. Notwithstanding Clause 3. 2 the Concessionaire may undertake the concession Activity prior to the Processing Fee being paid but, for the avoidance of doubt, the Processing Fee must still be paid on the date and in the manner specified in the Grantor's invoice.

Didymo

2. The Concessionaire must comply and ensure its clients comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.

Kauri Dieback (*delete if not at a kauri location*)

3. The Concessionaire must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism Phytophthora taxon Agathis (PTA) Kauri Dieback Disease as specified by the website <http://www.kauridieback.co.nz/>. The Concessionaire and clients must comply with the [general guidelines](#) and for specific concession activities the relevant guidelines as specified on <http://www.kauridieback.co.nz/publications>. The Concessionaire must update itself on these websites on a regular basis.
4. The Concessionaire must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

Aircraft Use (*delete if there is no aircraft involved*)

5. The Concessionaire and any pilot of the aircraft authorised by this Concession must hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with Civil Aviation law requirements applying to the Concession Activity.
6. The Concessionaire must ensure that aircraft idle times on the ground are kept to a practicable minimum.
7. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Land, unless in an emergency situation.
8. Please choose one of the following for any concession for aircraft:

If the activity is undertaken in any of the locations listed as needing noise abatement:

The Concessionaire must hold accreditation with a recognised noise abatement and disputes resolution programme. The Concessionaire must provide proof that such accreditation has been completed, if so required by the Grantor, and must keep their participation in that programme or training current until the Final Expiry Date.

OR if the activity is in a location not listed as currently needing noise abatement:

During the term of the concession, where Grantor believes that the effects of aircraft noise should be further reduced, the Grantor may, by notice, require the concessionaire to either undertake measures to minimise the effects of noise on conservation values or become accredited to a recognised noise abatement and disputes resolution programme. If such notice is given by the Grantor, the concessionaire must

(i) if required to undertake measures to minimise the effects of noise on conservation values within 3 months from receiving the notice undertake those measures to the satisfaction of the Grantor until the Final Expiry Date.

(ii) if required to become accredited to a recognised noise abatement and disputes resolution programme within 3 months from receiving the notice provide proof to the Grantor that such accreditation has been completed and must keep their participation in that programme or training current until the Final Expiry Date.

The Grantor may, at any time, issue a subsequent notice(s) requiring the Concessionaire to implement the other option.

Remotely Piloted Aircraft Systems *(delete if there are no drones involved)*

Interpretation

RPAS means Remotely Piloted Aircraft System and includes any pilotless aircraft, Unoccupied Aerial Vehicle or drone.

9. The Concessionaire shall immediately cease the operation of the RPAS if there is any indication of wildlife disturbance.
10. The Concessionaire shall ensure that a fire extinguisher in good working order is carried at all times that the RPAS is in use, and that the Concessionaire and its staff (if applicable) are trained in the use of the fire extinguisher.
11. The Concessionaire is not authorised to operate the RPAS in areas that have a Fire Risk of High or above as published on the National Rural Fire Authority website <http://fireweather.nrfa.org.nz>

If you add further special conditions ensure they are included in your 'Report to Decision Maker' and that they do not conflict with other special conditions or other matters in Schedule 2