

GROWING THE APPEAL OF ARTHUR'S PASS NATIONAL PARK: IDENTIFYING WAYS TO BETTER DRAW PEOPLE INTO CONSERVATION-BASED VALUES AND ACTIVITIES



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*RESEARCH REPORT PREPARED FOR DEPARTMENT OF
CONSERVATION, EASTERN SOUTH ISLAND OFFICE*

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1. PROJECT SCOPE

1.1. Project Context

Arthur's Pass National Park is New Zealand's third oldest National Park and covers approximately 115,000ha in area. Its location and makeup provide a unique and valuable intersection of conservation-relevant characteristics, values and opportunities. The Arthur's Pass National Park Management Plan discusses in detail the park's features, biodiversity, heritage and management approaches.



Figure 1. Map of Arthur's Pass National Park and a major tourist highway - SH73 running through from Christchurch and Greymouth

1.2. Project Aim

Section 4(2)(e) of the National Parks Act states that "subject to the provisions of this Act and to the imposition of such conditions and restrictions as may be necessary for the preservation of the native plants and animals or for the welfare in general of the parks, the public shall have freedom of entry and access to the parks, so that they may receive in full measure the inspiration, enjoyment, recreation, and other benefits that may be derived from mountains, forests, sounds, seacoasts, lakes, rivers, and other natural features."

A key task of this project is to determine the important and essential information requirements that will remove barriers so people "have freedom of entry and access to the park". In particular to what extent does current information support new participants in conservation-related values and activities?

Specifically Lincoln University DesignLab has been engaged to consider the following:

- Identify important and essential information requirements for people's Arthur's Pass National Park experience including their journey into the park
- Identify current means by which this information is being delivered. (Including identification and assessment of information delivery at the current Visitor Centre)
- Identify effective and efficient options to deliver this information. (Including use of existing resources and providing for future information needs and methods)
- Identify options for opportunities to grow partnerships in the delivery of this information
- Prepare final report and advise of strategic options for Arthur's Park Visitor Facilities

The Department informed us of its discussions with Nga Tuahiriri in relation to Kura Tawhati, the Park and other associated sites. This report has been prepared directly for the Department, and we have been informed aspects of its development and draft outcomes have been part of discussions between Nga Tuahiriri and the Department.

1.3. Sites study focus

The focus of the project is not on the park as a gazetted region but instead on the information needs visitors have at the beginning of a visit into the park, or as they travel through it. Hence the project focuses on the following sites integral to people's Arthur's Pass National Park experience:

1. Facilities on public conservation lands adjacent to State Highway 73 (SH73) between Springfield and Jacksons.
2. Department of Conservation facilities in Arthur's Pass Village and in particular the current Visitor Centre.

1.4. Methods

The study was based on the following methods:

1. Detailed site studies along SH73 and at Arthur's Pass Village including the Visitor Centre
2. Interviews with Department of Conservation staff, village residents and business owners, and a presentation on 30th May 2016 of draft findings to staff and locals at the Village
3. Exploration of options through developing design scenarios

2. KEY OPPORTUNITIES

2.1. Opportunity 1: Closest New Zealand National Park to an urban area

Arthur's Pass National Park is the closest of all New Zealand National Parks to an urban area.

Figure 1 compares closest National Parks to the four main centres.

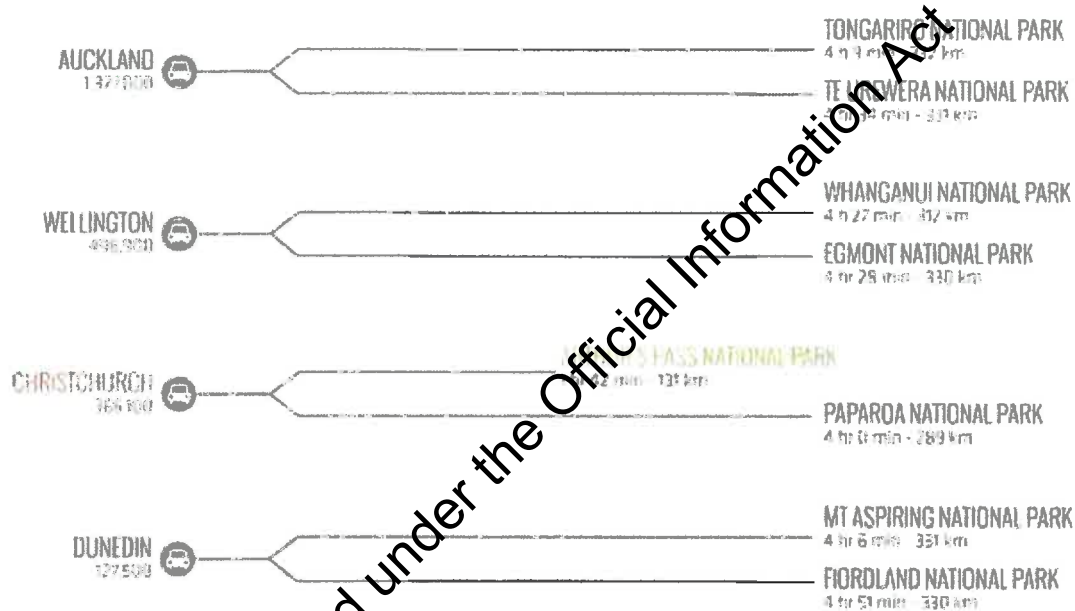


Figure 2 Proximity of major urban centres to their closest national parks

All National Parks are at least 4 hours travel away from an urban centre except for Arthur's Pass National Park which is less than 2 hours. Unlike other National Park sites Arthur's Pass National Park can be both a day trip or easy weekend destination.

This proximity to a large population base provides a very suitable site to apply DOC's 'Healthy Nature, Healthy People' programme to a National Park. This opportunity to more strongly connect an urban population to a National Park, is further supported by the impacts of the 2010 and 2011 earthquakes to Christchurch's recreation infrastructure.

2.2. Opportunity 2: 'Best place in the world' to encounter NZ's most charismatic bird – the kea

The country's and department's conservation mission focuses on protecting its unique, rare and threatened biodiversity. Kea have an excellent set of characteristics with which to introduce and engage the public with this challenge. This includes:

- Kea are a highly threatened species (less than 4000 birds remain)
- They are only found in New Zealand in South Island alpine areas
- They are the only alpine parrot in the world
- They live to a similar age as humans
- Their playful inquisitive nature makes them highly charismatic
- Human impacts have and continue to be a significant threat to the species survival.



Figure 3 Image of a playful Kea, iconic bird of the park¹

Arthur's Pass National Park provides an excellent site to communicate a narrative of conservation around Kea. Reasons include:

- Kea are almost always found in the village
- Kea are the 'de-facto' symbol of the park and village
- Human activities that impact on the species' survival (such as feeding and coming too close) occur in Arthur's Pass Village
- The presence of SH73 leads to vehicle related deaths
- There is a very real and ongoing requirement for education and Department-led management

¹ (<https://www.flickr.com/photos/plc4dan/3511836919/in/photolist-3mth6h-9FWbSv-8pavbN-9mthCq-8kjq5-8oNmPM-8kFdHp-cK8AQY-6mk5Lp-61DgtE-61DgTu-bSc2yK-bSc2WK-9lztbK-61z5mp-6A5pYm-6A1gSR>)

- Provides excellent opportunities to both develop and present community and industry partnerships to protect Kea
- Provides excellent opportunities for visitors to support with funding and other activities efforts to protect Kea
- Arthur's Pass Village is for a number of tourists the first place they encounter the Department of Conservation

Kea therefore provide an excellent opportunity for the Department to draw a wider group of people into key conservation values. It provides the Department, together with conservation, industry and village-based tourism providers, with a unique value proposition that delivers a must-do experience for people from all backgrounds, ages and places. Careful development will allow a sense of conservation-based kaitiaki to be 'unexpectedly' cultivated in ways that are invitational and inclusive, rather than managerial.

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2.3. Opportunity 3: New Zealander's third most popular National Park

Department of Conservation research has identified Arthur's Pass National Park as the third most popular park for New Zealanders (see figure 2). It has 201,000 New Zealander visits per annum (Tongariro has 514,000 and Abel Tasman 213,000).

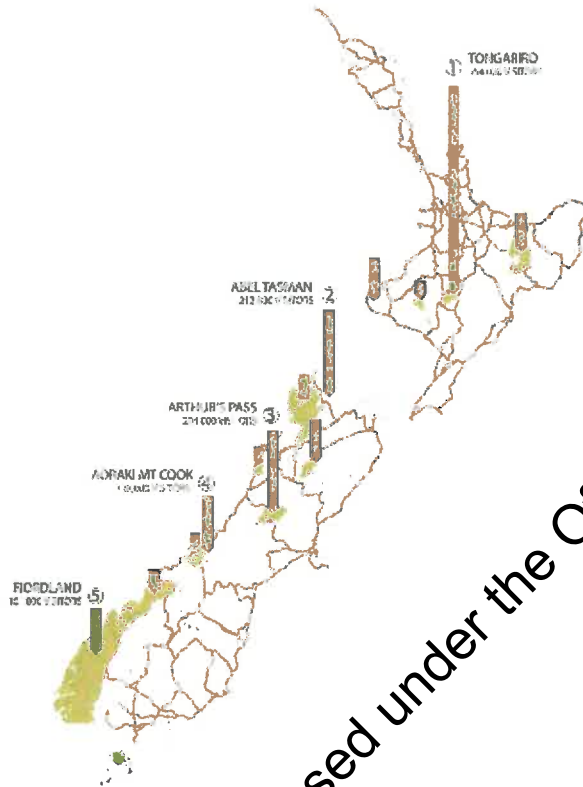


Figure 4 Comparative popularity of Arthur's Pass National Park to other National Parks

This popularity comes from a combination of factors including:

- Speed of access to urban areas, and ease of access along SH73
- High level of investment by DOC in its front country experiences, especially the tracks to Punchbowl Falls, Millennium Track and Avalanche Peak
- Strong outdoor recreation heritage, whose valleys and peaks have long provided people with an introduction to tramping and mountaineering experiences

This already established popularity provides a strong and measurable base from which the Department can grow and extend the appeal of the park to a wider range of New Zealanders.

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2.4. *Opportunity 4: Highly scenic 2 hour/100km conservation drive from Porter's Pass to Jacksons*

The route from Porter's Pass/Arthur's Pass/Taramakau has been a place of journeys for both Māori and Pakeha. The park itself was established because of the access provided by rail and road travel. Each year approximately 500,000 cars travel the highway. This offers a significant opportunity to use the two hour journey to present a structured suite of roadside experiences that introduces all people to a core range of conservation values, activities and experiences the Department supports. Specific groups who could be better engaged include:

- West Coasters travelling to Christchurch (and vice versa)
- Christchurch people enjoying a day trip, or weekend holiday on the Coast
- New Zealanders as part of a longer holiday
- International tourists using the South Island's main gateway airport at Christchurch and en-route to the West Coast

We note that SH73 is currently called the 'Great Alpine Highway' however our assessment highlights:

- It is generally invisible as a branding device
- Its graphical expression does not make visible DOC's role in the key sites along the route
- It does not reinforce Arthur's Pass National Park and the village as the premier destination of the route
- Lacks a gateway sense of entering and leaving the park/public conservation lands
- Does not sufficiently 'package up', and with it leverage, current DOC facility investments

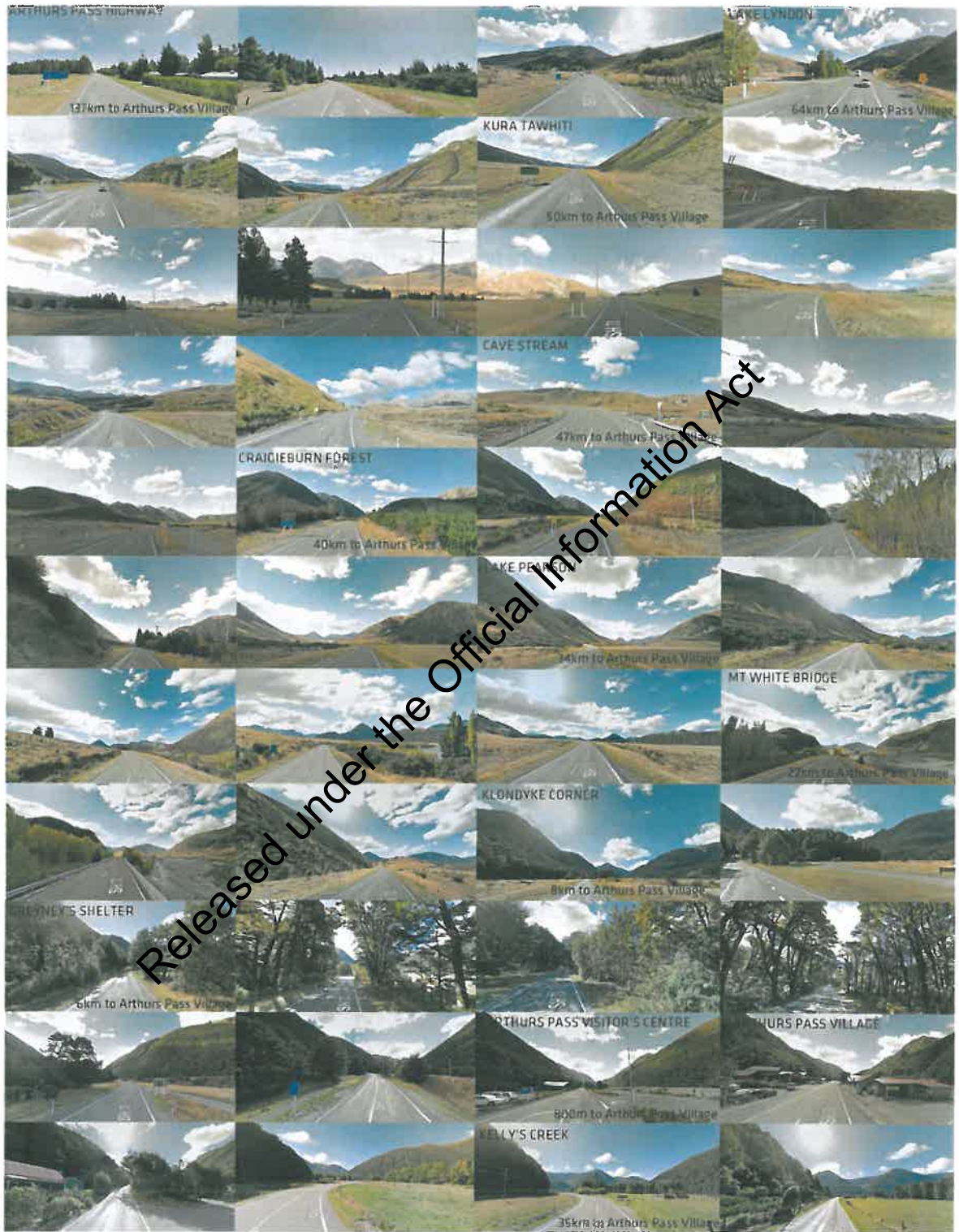


Figure 5 Journey from Christchurch to Arthur's Pass Village, and distance from each site to Arthur's Pass Village in kilometres

2.5. Supporting values

Other values of significance identified include:

- Importance to manawhenua including Kura Tawhiti as a Topuni site, Lake Pearson/Moana Rua as a Mahinga Kai site, and the alpine passes in Arthur's Pass National Park as valued travel routes, including to sites where pounamu is found
- Hotspot for important bird-based biodiversity programmes, including protection of parakeet, kiwi and kea (and with it eradication of animal pests).
- Hotspot for important plant-based biodiversity programmes including protection of rata and alpine shrublands (and with it goals to eradicate plant pests such as wilding conifers).
- Host of New Zealand's highest profile adventure race: 'Coast-to-Coast' and its longest walking route – 'The Te Araroa Trail'
- Existing provision in the village of important infrastructure including mobile phone reception, wifi hotspots, accommodation, tourism activities, Department of Conservation Visitor Centre, some sewerage, and electricity.
- Proximity to important conservation infrastructure in Christchurch including Department of Conservation regional offices, schools, research providers, active conservation and recreation groups etc.
- A range of existing measures related to visitor numbers, traffic movements, tourism analysis etc., that provide baseline data for the Department to measure the effect of the changes initiated.



Figure 6 Other supporting values of Arthur's Pass National Park (from left to right: Kura Tawhiti, Kiwi protection, Te Araroa Trail, Coast to Coast)²

1. Kura Tawhiti: <https://www.flickr.com/photos/flyingkiwigirl/18697406150/in/album-72157654221952096/> Te Araroa: <http://www.teararoa.org.nz/> Kiwi: <http://www.apwt.org.nz/> Coast to Coast: <http://www.coasttocoast.co.nz/>

2.6. Summary

In summary Arthur's Pass National Park provides a strong site for the Department to welcome new audiences into conservation. In bringing these audiences into conservation values and experiences it provides an excellent opportunity for the Department and its advisors to incubate new approaches, including innovative partnership models, education and engagement initiatives, as well as trialling products and services that can build revenue.

Its location on a busy national highway provides a key opportunity to engage new demographic groups with those conservation values that are crucial to engaging all New Zealanders and all international visitors with the challenges of being Kaitiaki to the country's unique and precious biodiversity.

Kea, frontcountry trails and roadside facilities provide excellent opportunities for the Department to bring many more people into conservation values and activities. Our assessment, as the following section highlights, identifies the missing component in the Department's current presentation of Arthur's Pass National Park experiences, in that it does not yet provide **an invitational sense of discovery** and a sense that **everyone is valued and welcome to join in.**

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3. IDENTIFYING KEY INFORMATION NEEDS

3.1. Current Management Plan interpretation matrix

The Arthur's Pass National Park Management Plan presents an interpretation matrix for both the Visitor Centre and other park sites.³

Methods

6.3.4(b) & (d)

1. Key sites and topics for information and interpretation of the Park will be guided by the following Table 9:

Table 9: Information and Interpretation Sites and Topics

Site location	Topic
Hawdon & Poulter huts and shelters	Kākāriki Karaka / Orange-fronted parakeet programme
Old Bealey Hotel Site	Transport, seasonal occupation (Maori)
Bealey Spur Hut	Pastoralism
Waimakariri River / Bealey Bridge viewpoint	River processes, braided rivers, seasonal occupation (Maori)
Greyneys Flat	Transport
Arthur's Pass historic walk	Transport, building, settlements
Arthur's Pass Visitor Centre	Glaciation; tectonics; seasonal occupation (Maori); ara hikoi, exploration, mountain ecology, weather, Maori; the national park heritage, the 1 st South Island national park; recreational history
Bridal Veil & Punchbowl Falls	Water, Maori values, mountain ecology
Scotts Track	Forest remnants, timber props for Otira tunnel
Dobson Nature Walk / Memorials / Temple Basin	Mountain ecology, glaciation, tectonics, exploration, plants, Maori values
Otira Lookout (Dead Corner)	Transport, mountain ecology
Cockayne Nature Walk	Mountain ecology, exploration
Locke Stream Hut	Hurunui - Harper Pass - Taramakau ara hikoi, exploration and travel

Figure 7 Interpretation matrix by the Arthur's Pass National Park Management Plan

The above table is an effort to ensure people are informed of all aspects of the park. Our assessment identifies the following areas as unclear:

- Which *specific activities and experiences* should the site, its facilities, and hence the interpretation support?

³ p109 Arthur's Pass National Park Management Plan

- Which of the 10 sites along SH73 should be given priority in terms of a visitor's experience, and hence interpretation needs?
- How these sites align with the range of experiences and information provided on those public conservation lands along SH73 that are outside the park boundary?

Instead the matrix assumes:

- All information is of equal value to a visitor
- The purpose of interpretation is to inform and educate
- That the enthusiast and expert park visitor is the key market to inform

In our assessment the above list of topics are not linked to the key values and activities that could increase Arthur's Pass National Park's importance and popularity for New Zealanders and international visitors.

3.2. *Proposed schedule of core experiences*

In this project we are asked to 'identify the important and essential information required for people's Arthur's Pass National Park experience'.

A schedule of experiences has been developed out of discussions with key stakeholders who have a close knowledge of the park (including DOC staff, tourism providers and conservation trusts). It also incorporates the 4 key opportunities identified in the previous section: proximity to an urban centre; the capacity of Kea to engage new audiences; the proven popularity of the park with New Zealanders; and the potential of SH73 to be presented as the destination highway for the park.

These factors direct an emphasis for the park on introducing new demographics of people into first conservation experiences. A staircasing approach becomes possible where engaging with Kea leads to a hour long walk, which in turn leads to a desire to try out first excursions above the bushline, and first overnight hikes.

While there is a need to not be overly prescriptive, it is equally important to align people's opportunities satisfaction, skills and engagement with those experiences and conservation values the park's infrastructure, resourcing, community partners, and tourism providers best support.

The following schedule of experiences is proposed. These focus on the must-do first time experiences for visitors to Arthur's Pass Village and the National Park.

Based on our interviews during this project the following are considered the must-do first time experiences for visitors to Arthur's Pass Village and the National Park:

People driving through the park and who have now decided to stop for an hour, and people who have decided to visit the park will participate in these:

1. First conservation encounters including involvement in a conservation project: Kea protection + citizen science project with kea
 - Includes providing tools and skillsets to take home so values of conservation can be applied in everyday life
 - These are done by people who have decided to visit the park and by people driving through and who have now decided to stop for an hour
 - Linked to outdoor play area themed around the palyfulness of kea
2. First nature walks in the National Park: Puntfowl Falls + Millenium Track offer distinct forest/waterfall and forest/sub-alpine experiences that are safe for first-timers.
 - Tracks are of a high standard and they can be readily accessed from the village
 - Mobile phone access allows app-augmented experiences to be provided, with partnership opportunities with students and IT business to trial experimental mobile interpretation
 - These are done by people who have decided to visit the park and by people driving through and who have now decided to stop for an hour

People who have decided to visit the park may also participate in these:

3. First full day hikes into alpine areas in the National Park: Temple Basin + Avalanche Peak
 - Emphasise being in the alpine environment rather than the need to summit
 - These are done by people who have decided to visit the park
4. First overnight (tramping) activities in the National Park: Goat Pass Hut, Hawdon Hut, Edwards Hut
 - Emphasise preparation, weather skills, river crossing and decision making
 - These are done by people who have decided to visit the park

3.3. Identifying three core park user types, their key questions and resulting experience and information needs

The following table summarises three user types, and the experiences they are likely to undertake.

KEY APPEALS (from the Act)	TYPE OF USER	KEY QUESTION	KEY EXPERIENCE/ INFORMATION NEEDS
Conservation Enjoyment Heritage Inspiration Recreation [DONE SAFELY]	A. Someone passing through the park	Why would I want to stop?	+ Get to know Kea + Punchbowl Falls
	B. Someone new to the park, and on their first few visits	What are the must-dos?	+ Get to know Kea + Punchbowl Falls + Millenium Track + Avalanche Peak + Temple Basin + Goat Hut + Edwards Hut + Hawdon Hut
	C. Someone who has had a number of park experiences	What else can I do?	+ Multiple Activities + Next steps into the park

Table 1 Key user types of Arthur's Pass National Park and their respective experience and information needs

3.4. Current lack of categorisation by DOC of user types in terms of Arthur's Pass Village experiences

An assessment of village-based, DOC delivered interpretation and wayfinding suggests much more can and should be done to capture User A's interest. Signage regarding Kea does exist, but is not co-ordinated in ways that will explicitly develop conservation awareness and conservation values in the user.



Figure 8 Kea signage in and around the village, showing a lack of coordination and ability to help coherently build conservation awareness and values in the user

Similarly within the current Visitor Centre diverse material is presented that best meets User C's needs. For User B, who is keen to get the most from their visit the range and complexity of material make it difficult to find information, other than by speaking directly with a ranger. Information presented verbally can be challenging for someone with a developing conservation interest, and more targeted, and more complete, interpretation for those first experiences is essential. Further, material presented in the village need to be graphically aligned with that presented on the trail, so that it is a seamless experience to leave the Visitor Centre, follow a clearly signposted route and begin walking up Avalanche Peak. Advice presented in the Visitor Centre can be reinforced in timely ways along the trail, so people build in confidence and with it their enjoyment and appreciation.



Figure 9 Information presented in the current Visitor Centre, showing a lack of hierachy and consideration for all types of user

The current approach assumes and caters for only one category of user – people in the National Park. It is recommended the Department differentiates users into three categories, with a much greater focus given to Users A and B. Doing this will allow a greater number of people, across a wider range of demographic groups, to be expressly targeted and to positively engage with conservation values and activities. This is especially relevant given the park's proximity to Christchurch, and also the amount of people using the State Highway who could be encouraged/nudged into participating into conservation-based experiences.

3.5. Summary of 3 SH73 user types (from DOC perspective), their key questions and resulting experience and information needs

SH73 represents a captive audience for the Department to present the value of conservation and the role of the Department. Were a fast food company given an exclusive hour-long opportunity to present their brand 8-10 times prior to the restaurant, it would be immediately taken up. Through its excellent roadside facilities and experiences we consider the Department has just this opportunity to inform people of all that can be done in public conservation lands, while all the time reinforcing Arthur's Pass National Park as the 'must do' destination along the way.

Further, if people are encouraged to stop, there is even greater likelihood of them also finding the time to stop at the Village and use facilities there.

The following table summarises the three dominant user types that should be targeted, and the specific questions and information needs they have. In the previous section the categories of park users are distinctive, here User F is a subset of User E, just as User E is a subset of User D.

Continuing on from the previous table, SH73 can be similarly analysed. Again three types of user can be considered. The following table summarises this:

KEY APPEALS (from the Act)	TYPE OF USER	KEY QUESTION	INFORMATION NEEDS
Conservation Enjoyment Heritage Inspiration Recreation DONE SAFELY	D. Someone driving along SH73	What is the main attraction on the highway (Arthur's Pass National Park), and how far away is it?	+ Consistent signage naming it the Arthur's Pass National Park Highway + State how far to Arthur's Pass National Park (Village)
	E. Someone driving along SH73 and seeing a conservation site	Why would I want to stop here?	+ Has a distinctive quality + Feeling confident it is one of the best places to stop + Toilet + Good place for a picnic + Has a short interesting activity to do
	F. Someone having stopped	What's special about this place? What types of things do other people do here? What else could I do here if I had more time?	+ Interpretation about the key characteristic of this place + Introduction to a conservation/recreation activity distinctive to the site + Information to show what longer activities can be done

Table 2 Types of SH73 users of value to the Department and their respective information needs.

3.6. Fragmented presentation of conservation sites on SH73

The highway from Christchurch to the West Coast, and the range of scenery and types of existing DOC sites with toilet and picnic facilities provides considerable opportunity for the Department to co-opt the highway as a means of strongly communicating the range and types of activities and sites public conservation lands offer.

Our assessment of current DOC managed or part-managed facilities is there are a number of sites which currently cater well for User F (for example Kura Tawhiti, Cave Stream, Greyneys Shelter). However generally there is an ad hoc quality to the information provided at the site.

There is a strong need for the Department to focus on Users D and E, so numbers of people aware and positively engaging with conservation values and activities is increased. While the goal is to encourage drivers stop at one site, consistent and expressive road-based wayfinding will build awareness of the range and types of activities and sites public conservation lands offer. It also signals at a number of intervals that the main attraction of the journey, found at Arthur's Pass Village, is coming up. Again, this is especially relevant given the park's proximity to Christchurch, and also the amount of people using the State Highway who could be encouraged into a conservation-based experience.

3.7. *Ways information is provided.*

As the Park plan makes clear there are a large range of activities people can do in the park. There is also need to provide information for these experiences.

Within the park and village, and also along SH73 different groups provide information relevant to people's conservation experience. This includes:

- Department of Conservation
- Tourism providers
- Conservation groups
- Recreation groups
- Transit NZ

This information is provided through multiple means. This includes:

- Signage and wayfinding
- On site interpretation panels
- Arthur's Pass Village visitor centre,
- At tourism operator's sites (including cafes and accommodation providers)
- Via brochures
- Via websites and apps including social media



Figure 10 Current ways of delivering information along SH73, in the visitor centre, and around the village and local businesses

As already noted, a valuable characteristic of Arthur's Pass National Park is its mobile phone coverage and number of Wifi hotspots that support provision of information via mobile computing.

3.8. Information needs matrix.

It is common to assume that because information exists it is also readily available. For instance to someone skilled in the New Zealand outdoors who is wanting to go up Avalanche Peak it only takes a moment to find the relevant route guide, topo map and weather forecast online. From there you can quickly determine which route best suits skills and conditions, and also what gear to take.

However for a person venturing above the bushline for the first time the barriers are significant. They need inspiring that it's a great route, and reassurance that it's within their skills and the conditions are good. If they have any doubts they are less likely to get started, or turn back once underway. Also, neutral or negative experiences such as these can reduce the likelihood of further participation.

As noted we consider much of the park's interpretation is focused on those who already have some skills in, and enthusiasm for, in conservation, recreation and/or the park. The following table presents a matrix of information needs, with the highlighted boxes showing components that require further investment.

	Street Installations	Street Wayfinding	Visitor facility	Site based Interp (use existing)	Interactive	Print	Download	Provided by	Related products for sale
Arthur's Pass National Park Highway	Gateway structures built at each end of highway and village	Yes, at each site	Yes	Yes	Park and highway app	Yes	Yes, brochure	DOC	SKUS relate to inyrep ad activities incl donate items
Kea	Yes	Welcome to Village sign	Yes	Yes	Yes, citizen science, themed playground	Yes	Yes	DOC, Kea Conservation Trust, Industry supporters	YES incl donate items
Punchbowl, Millenium	No	Yes, to support walking from VC	Yes	Yes	Yes interactive scavenger hunt	Yes	Yes	DOC, AP Trst	YES incl donate items
Avalanche, Temple	No	Yes, to support walking from VC	Yes	Yes	Yes on flora, use cell reception for trap monitoring, safety incl weather fx, intentions	Yes	Yes	DOC, AP Trst	YES incl donate items
Goat Pass Hut, Hawdon Hut, Edwards Hut	No	No	Yes	Yes at start	Yes on decision making, and safety incl weather fx, intentions	Yes	Yes	DOC	Yes incl hut pass, guides, gear,
Other activities	As appropriate	As appropriate	Summary	As appropriate	As appropriate	Consolidated	Yes	DOC	Nothing more

Table 3 Information needs matrix, showing an integrated approach to delivering essential information through non-staff-based approaches

It is timely for the Department to consider prioritising the key messages its wants to provide for Users A and B and then what resources are needed for User C. The latter user can be given more detailed information, but more importantly should be directed to online resources that either the Department or other groups provide. It could be useful to provide a datacapped free wifi service with QR codes etc to support ready downloading of relevant information. A similar priority should be given to engaging Users D and E along SH73.

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4. ASSESSMENT OF CURRENT VISITOR CENTRE

This section considers if the current Arthur's Pass Visitor Centre supports the required information needs of the park. Given known issues with the buildings it also considers what would be required to renovate the building so it could meet the needs of the park.

4.1. Current Ranger functions in the Visitor Centre

In interviews staff stated their key interactions with the public were:

Interaction	Detail	Level of interaction
Track advisory	Staff act as outdoor experts who introduce and advise visitors on suitable walking tracks based on their skills, gear and time they have in the park	M
Weather and equipment enquiry	Visitors often seek assurance regarding weather forecast, as they expect staff to know the actual weather conditions along various walking tracks	L
Wildlife enquiry	Conversation often involve finding the best track to see kiwi and whios, and how they sound. However there are not many oportunities for seeing these birds, with people directed to seeing Kea	M
Retail exchange	involves minimal interaction between staff and visitors, but sometimes linked to story telling. For instance, when children decide which bird toy to get, staff would tell stories about those	L
Kiwi Ranger	Often introduced to family with children who come through the door. Tasks such as 'ask a ranger' often spark conversation between children and staff, resulting in a more meaningful exchange	H
Interpretation	Followed by looking around the building, visitors who are interested in local history, ecology and such would want to know more by talking to staff	M
Trip planning	Trip planning often involves visitors asking questions about what places they should visit for the upcoming days, and are often related to the West Coast	M

Table 4 This table shows interaction types between Rangers and visitors in the current Visitor Centre

Currently, this is done through a status quo approach, i.e. over the counter and primarily requiring Ranger input as key information for visitor engagement is located behind the counter. Rangers and staff also engage with:

- Shop keeping.
- Communicating and advising of other activities and appropriate behaviour (i.e do not feed the kea).
- Engaging visitors with the types of conservation work.
- Conveying experience opportunities elsewhere in the village i.e. accommodation, coffee stops, café's, short walks.

4.2. Configuration of current Visitor Centre operations

Community, stakeholder and Department feedback on the Visitor Centre is anecdotal. Nonetheless there is a uniform understanding that the current building does not adequately support the functions required of a DOC Visitor Centre facility in Arthur's Pass National Park. During our 30/5/16 meeting, all parties (Department, community members and key business owners) agreed the building experience could be likened to, as one community member stated: "a windowless morgue".

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Figure 11 Current interpretive programme, retail products and Visitor Centre displays showing low coherence and hierarchy in the delivery of information. This results in increased staff workload

Our observation of the facility also notes:

- A muddled interpretive programme including:
 - An ad-hoc approach to experience and interpretation within the building.
 - The production standards of the displays are low
 - A mixing of essential and interest information, making it difficult to distinguish between essential information, conservation and historical information, and activities inviting public participation
 - Confusing to people who are seeking only targeted information
 - Navigating the array of information is time consuming for people who are busy
 - This greatly increases staff workload as they have to be wayfinders for the public to find the correct display, and also verbally and in information to cover gaps
 - Lacks hierarchy so that the important message is lost amongst other information
 - The complexity of information can be alienating to people so they feel inadequate and a 'bit 'thick' about conservation, , leading to a disengaged experience

- Retail Sales
 - The shop achieves low to moderate level of sales of \$124,750 pa. If a 60% markup is achieved⁴, with no stock sold at discount, gross revenues would be \$78,850. If a conservative 20% loading for staff time associated with stacking, handling etc. is included then this provides \$62,000 pa to support a ranger's wage. Note, this doesn't include direct time spent by rangers processing sales and inquiries, the building rental component, and costs of shelving, lighting etc. Nor does it include wages for rangers who have to be in attendance due to shop requiring continual supervision
 - Sales are strongly seasonal, with the busiest month (January) having 6 times greater sales than the quietest (June)
 - The shop has a high number of SKUs. Many are at a low price point. These have a high transaction cost relating to processing sales and inventory control

⁴ For instance a product costing \$10.00 is sold for \$16.00

- There are opportunities to better 'curate' the products on sale around matching interpretation themes so sales can be increased
- There are opportunities to offer conservation-based products that allow people to tangibly purchase outcomes that support conservation in the Park. For instance a named trap, tracking tunnel, week of funding for parakeet recovery work etc
- There are opportunities to better profile the shop to passing road and foot traffic
- The shop is located within the building that receives the greatest foot traffic. The shop and ranger counter are sited together so staff presence deters shoplifting. However, as we noted during our observations, significantly less people explored the other parts of the Visitor Centre
- A long counter which directs certain types of interaction including:
 - The location of the shop and counter prompts people to queue for information with visitors discouraged from seeking out information on their own
 - Requires rangers to always be available whenever the building is open
 - Reinforces a 'them and us' relationship between rangers as managers and the public
 - Reduces a sense of the public as partners in conservation-based values and experiences. Rather than 'Our Place' it's 'DOC's place'
- Hours of operation
 - The design of the current visitor centre does not allow parts of the facility to be open without staff present
 - During summer this is not an issue, but during winter the Visitor Centre has low numbers of visitors, and low supporting retail sales
 - The building's twin hall design makes it is very difficult to configure the space so that part of the facility where key activity, safety and conservation messages are communicated can remain open without staff present

4.3. *Average visitor per DAY annually for the past 5/6 years*

	2010/2011 – 2014/2015 (day)	2010/2011- 2014/2015 (hr)	Retail revenue avg per visitor annually (2010-2015)	Retail revenue avg per day (2010-2015)
JUL	133	19	\$ 0.96	\$ 126.40
AUG	112	16	\$ 1.07	\$ 113.00
SEP	140	20	\$ 1.23	\$ 176.65
OCT	200	25	\$ 1.24	\$ 245.77
NOV	288	36	\$ 1.49	\$ 426.11
DEC	392	49	\$ 1.31	\$ 510.43
JAN	512	64	\$ 1.15	\$ 591.17
FEB	504	63	\$ 1.17	\$ 590.74
MAR	392	49	\$ 1.11	\$ 461.59
APR	312	39	\$ 1.11	\$ 344.95
MAY	160	20	\$ 0.94	\$ 147.10
JUN	112	16	\$ 0.88	\$ 96.00

Table 5 Monthly average visitor numbers and revenue from Visitor Centre

4.4. Performance of building



Figure 12 Existing Visitor Centre

The existing structure was first proposed in the 1950's, and was implemented as a museum, a hall for the community, and an upstairs gallery. It is relevant to note:

- Funding for the initial building has been done through donations, with it built in stages. Since completion it has been refurbished through a method of 'targeted do-ups'.
- The building does not comply with current earthquake standards. Visitor Centres are required to meet 80% performance score, with the current assessment at 18%. The Department is currently determining costs to meet a 80% score.

- The most dangerous component are the unsupported core support walls. The Department understands these cannot be moved, removed or structurally compromised. These have been closed off to public access through temporary walls.
- As a museum and Hall there was never any intent to provide views or indoor/outdoor flow to connect with outside environment. Because of the design and location of the four unsupported core walls this is difficult to retrofit.

The building's function as a visitor centre was never a focus in the design. The location of the entrance, counter, shop and halls locks the Department into a certain way of operating.

4.5. *DOC's National Visitor Centre Strategy:*

The Department of Conservation's National Visitor Centre Strategy sets the following goals for a visitor centre:

- Be a primary channel for customers (and visitors) to have face to face interaction with a DOC Ranger
- Increase value of conservation
- Increase partnership engagement in visitor centres and DOC visitor information
- Increase the number of customers reached
- Improve customer satisfaction
- Deliver on commitments to bi-culturalism

As a centre for Visitors, it's central role and purpose is to:

- Provide expert recreation advice, covering: natural heritage, recreational opportunities, flow-on experiences, preparation and planning
- Branded product control: capitalising on and providing of products and campaign information
- Conservation connection: Provide compelling showcases of conservation projects and programmes in which visitors can engage

4.6. *Assessment of Visitor Centre against DOC's National Visitor Centre Strategy*

The following table assesses the current Visitor Centre against criteria in the National Visitor Centre Strategy.

Visitor Centre Strategy	Level Building Negatively impacts on visitor engagement High, Medium, Low	Level Building Negatively impacts staff performance High, Medium, Low	Comment
Can the building be an effective primary channel for customers (and visitors) to have face to face interaction with a DOC Ranger	M	M	A refitting of the entry area could assist though the area is too small
Does the building increase awareness and engagement in conservation values?	H	H	The building is dark and windowless. The entrance is unattractive
Does the building increase opportunities for partnership engagement in visitor centres and visitor information	H	H	The interior is an unattractive space to showcase partnerships. Also its location makes the facility less attached to tourism providers
Does the building increase the number of customers reached	H	H	The building location means a special trip is required to visit the centre
Does the building improve customer satisfaction	H	H	Its split layout will remain confusing
Does the building deliver on commitments to bi-culturalism	M	M	The building design does not support values of mihi and powhiri

Table 6 Assessment of Visitor Centre building with DOC Visitor Centre Strategy and level of impact on staff

There have been a number of attempts to improve the facility, and additional interpretation has been incorporated. Regardless the facility feels 'run down', and it would be challenging to successfully repurpose. It is noted that the site is not close to the main destination for travellers – the cafes. Also it is opposite to the public toilets and not conducive to attracting people to visit. One ranger informed us visitor numbers dropped after the public toilets opened due to the toilets removing a key motivation for going into the Visitor Centre.

The challenge of developing a building that was never designed to be a Visitor Centre into a facility which actively contributes to the Department's Visitor Centre strategy must be considered.

4.7. To renovate or build a new Visitor Centre

For this to be the preferred option the Department would need to be confident that any design could achieve the following level of assessment. In investing such funds it must also consider if a new purpose built twenty-first century Visitor facility would achieve a higher level of assessment and better returns in intended conservation, engagement, revenue and efficiency outcomes.

Visitor Centre Strategy	Refitting Current Visitor Centre		New Visitor Facility	
		Level Building <i>Positively impacts on visitor engagement/ staff performance</i> High, Medium, Low		Level Building <i>Positively impacts on visitor engagement/ staff performance</i> High, Medium, Low
Can the building be an effective primary channel for customers (and visitors) to have face to face interaction with a DOC Ranger	M	Counter/Shop location and configuration ensures interactions	H	Rangers can be located within public spaces
Does the building increase awareness and engagement in conservation values?	L	Structurally very difficult to create connections with outside nature	H	Better linkages between outside/inside are possible, with interpretation staggered
Does the building increase opportunities for partnership engagement in visitor centre and visitor information	M	Counter puts DOC first, with partners operating under DOC's direction	H	Partnerships can be better presented as equally shared
Does the building increase the number of customers reached	L/M	Building reconfigured to appeal to northbound traffic, otherwise no change in numbers expected	H	Consider locations closer to tourism/café providers to leverage off their greater traffic
Does the building improve customer satisfaction	L/M	Augmented exhibits that use darker spaces to create an atmosphere can be used	H	Create building that is focused on delivering core messages to new and emerging demographic groups
Does the building deliver on commitments to bi-culturalism	L/M	Again, augmented exhibits that uses darker spaces to create atmosphere can be used	H	Narratives around journeys, and people being invited to join them can bring greater presence both in a facility and the park

Table 7 Comparative assessment of refitting existing Visitor Centre versus building a new facility

4.8. Options to use a shared facility

Partnerships are important in the delivery of the Department's conservation mission. These include identifying ways to better partner with the public (for example through citizen science), with trusts for delivery of biodiversity and recreation outcomes, and business both in a concession-based relationship, and also in forms of partnering in conservation projects.

At Arthur's Pass Village there could be options to partner with an existing or new tourism provider in the delivery of Visitor Centre services. The following table compares these options:

	FACILITY WITHIN A TOURISM PROVIDER'S OPERATION	STAND ALONE FACILITY
Capital investment required	Lower	Higher
Form it could take	Displays only or Displays with Ranger present	Displays Ranger present Retail sales
Branding visibility	Less visible as DOC and National Park branding merged with another operation	More visible as part of DOC's National Park branding, and supports Arthur's Pass National Park Highway strategy
Staffing	Uniformed DOC staff may be required to work on non-DOC duties	Uniformed DOC staff only work on DOC outcomes Opportunities for seasonal interns from tertiary providers
Year round operation	While likely to be required it could be configured to suit	Could be configured to suit
Where located	Could be in an existing facility, but may have have issues similar to current facility design. [There is an option to co-build a facility. If built on National Park land DOC would have to be landlord and comply with Management Plan for all activities in the facility]	Would be purpose built with design features to support effective and efficient operation. Building on National Park preferable and providing Visitor Centre services is supported by Park Management Plan.

Level to which partnerships are supported	Strongly supports partnership with one tourism provider. Lesser support for other tourism providers.	Equally supports partnerships with all tourism providers. Also provides distinctive site to present community and business partnerships focused on delivering conservation outcomes
Level to which development of Arthur's Pass Village is supported	Could lead to Arthur's Pass Village being dominated by one business entity. All key facilities might be tightly clustered within a small number of sections	Careful siting may assist in the ongoing development of the town's distinctive character, and especially support the vitality of the street and pedestrian walkability.

Table 8 Comparative assessment of locating Visitor Centre services with an existing tourism provider versus building a new facility

4.9. Options to build a purpose-built Visitor Centre

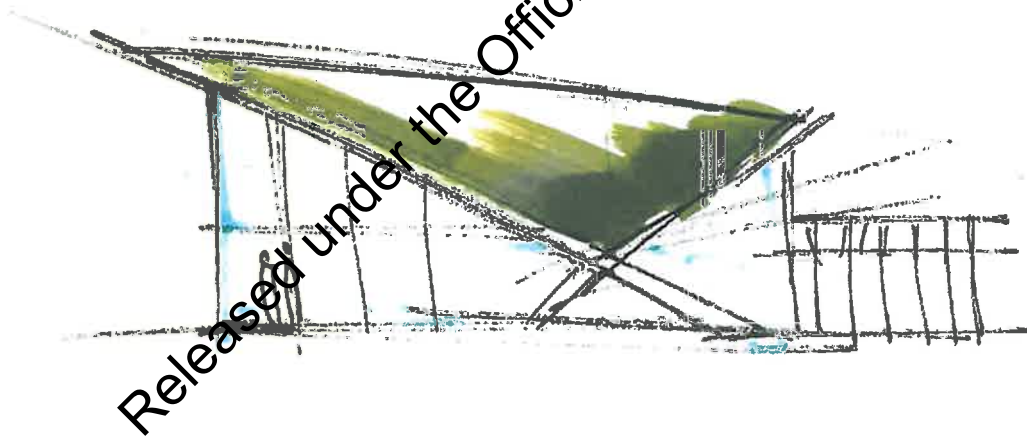


Figure 13 Conceptual drawing of possible new Visitor Centre facility

Building a new facility allows the Department to develop a Visitor Centre that is focused on meeting its current and future needs. It also enables the Department to consider sites that support opportunities to engage new people with conservation values and activities. It also presents opportunities to use the development to strengthen and establish partnerships. This includes seeking facility sponsorship, and using architecture students and Polytechnic building programmes to involve young New Zealanders in being part of conservation in the twenty-first century.

The following table identifies ways a new visitor facility at APV could support the National Visitor Centre Strategy

Visitor Centre Strategy	New Visitor Facility
<ul style="list-style-type: none"> A primary channel for customers (and visitors) to have face to face interaction with a DOC Ranger. 	<ul style="list-style-type: none"> Capitalises on the value of first experiences. Can have a central island where interactive conversation with Rangers can take place A tailored building design which ensures maximum adaptability and efficiency. Possibilities include phased opening of different sections according to seasonal demand
<ul style="list-style-type: none"> Increase value of conservation 	<ul style="list-style-type: none"> Targeted displays (both inside and out) on identified introductory experiences: Get to know Kea; Short walks -Punchbowl Falls, Millenium Track; First peaks - Avalanche Peak, Temple Basin, First overnight trips - Goer Hut, Edwards Hut, Hawdon Hut Targeted information to focus on key Department messages related to conservation values and experiences Purpose built displays to train people in setting traps, tracking tunnels etc
<ul style="list-style-type: none"> Increase partnership engagement in visitor centres and DOC visitor information 	<ul style="list-style-type: none"> Supports and complement Arthur's Pass Village businesses. A focus on drawing people into their next conservation experience Able to fulfil the 'promise' set up by Arthur's Pass National Park Highway
<ul style="list-style-type: none"> Increase the number of customers reached 	<ul style="list-style-type: none"> Identify a central location which works to foster of 'accidental encounters with conservation' <ul style="list-style-type: none"> Targets those 'new' to conservation A 'must go' for visitors seeking their first experiences
<ul style="list-style-type: none"> Improve customer satisfaction 	<ul style="list-style-type: none"> A building design which is inspiring, park focused, and built out of a conservation and environmentally sustainability ethos A location that encourages people to keep exploring the village and park by foot

Table 9 Table assessing alignment possibilities of the Department's Visitor's Centre Strategy with a new facility

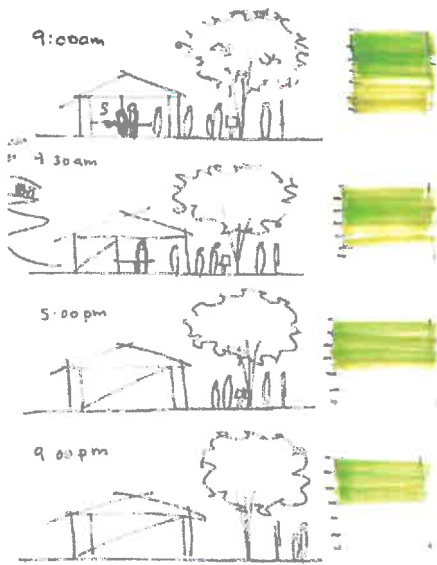


Figure 14 Schematic showing opportunities to create more flexible levels of a Visitor Centre being open depending on time of day and seasons

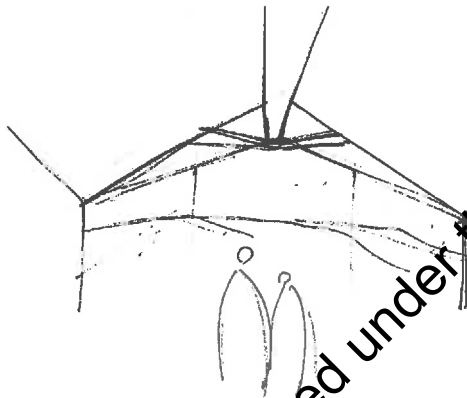


Figure 15 Conceptual drawing of more atmospheric interior/exterior relationship a new building can make possible

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4.10. Site options

If the current Visitor Centre is determined to be unsuitable as a Visitor Centre then a number of possible sites (including the existing site if it were demolished) can be considered. In conjunction with this proposal, we assessed the following 5 possible sites, that are already part of Arthur's Pass National Park for locating a new Visitors Centre.

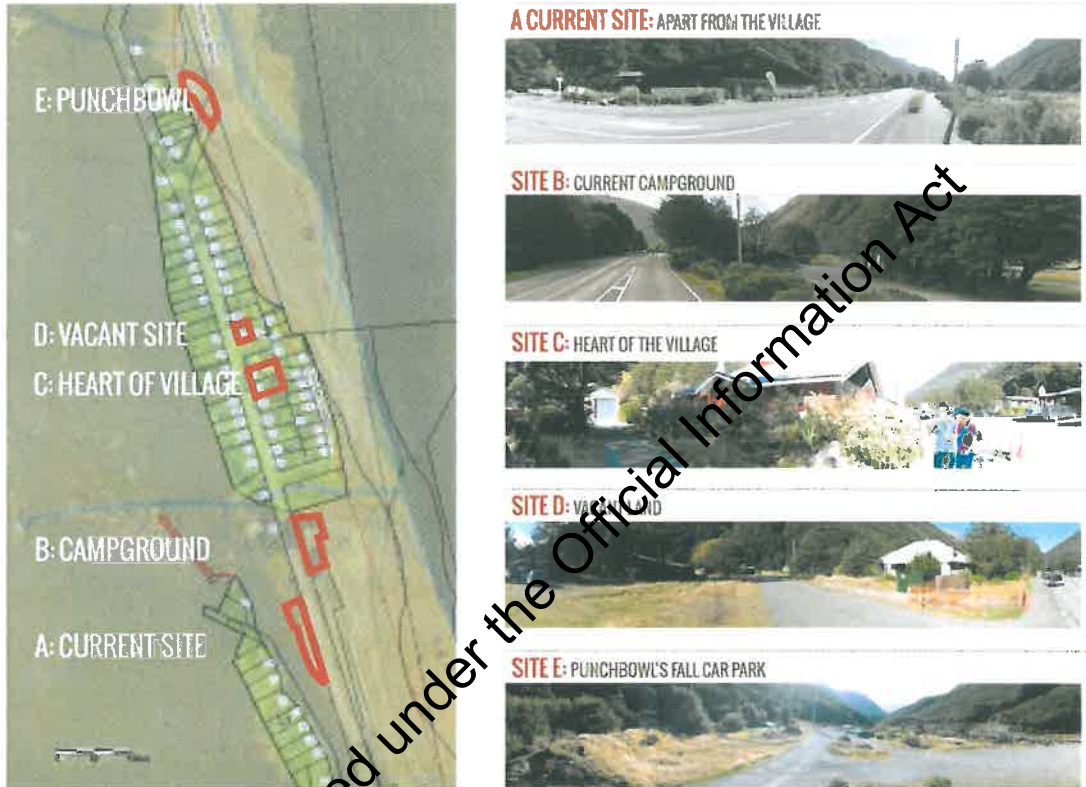


Figure 16 Site locations of the possible village sites already within Arthur's Pass National Park National Park lands

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Site A: Existing Site



Figure 17 Site A, existing site

Opportunities

- Has an existing carpark
- Opposite camp ground, train station and toilets

Issues

- Disconnected from store and village centre
- As carpark is on the Christchurch side it requires an instant decision for west-bound visitors to stop rather than or continue on.

Assessment: Overall, a more viable plan is to renovate the existing building and apply a relevant use to it: for instance as a trust's facility, a local hall, a museum, university research facility or a combination of these.

Site B: Current Campground



Figure 18 Site B, current campground

Opportunities

- Close to start of Avalanche Peak
- Adequate car parking space
- Strong views up the valley

Issues

- Unstable ground to build on, with significant flood risk also. Would require extensive groundwork
- Again parking is before you see the site, forcing an instant decision from the visitor to stop
- Still disconnected from the more popular village centre, with the same issues with location are inherent

Assessment: Site provides car parking and beech forest setting allowing appropriate landscaping. However the substantial groundwork is likely to be required to make the site fit for building on, increasing comparative building costs. Carparking is still some distance from popular café end of village.

Site C: Heart of Village



Figure 19 Site C, heart of village

Opportunities

- Highly visible site for people stopping to use Village businesses.
- Adjacent to two cafés, which produce significant kea education opportunities
- Location invites interest for 'new-to-conservation' market (e.g. people who have stopped for coffee)
- Location highlights partnership opportunities between tourism operators, conservation trusts, visitors and the Department
- Beech forest setting also allows suitable landscaping

Issues

- Requires removal of existing house and possibly fire depot.
- Requires consideration of stream.

Assessment: This site supports tourism providers, enables a more successful kea conservation programme, and targets a greater pool of 'conservationists'. This placement enables the Visitor's centre to meet it's full potential: as a place of activation and education on Kea conservation and wider DOC programs. The greater foot traffic strongly suggests increased retail sales.

Site D: Vacant Land



Figure 20 Site D, vacant land (old school site)

Opportunities

- Can provide parking options for 15 cars if Site C is selected

Issues

- Lack of existing Landscape e.g. mature trees
- Inadequate space for building

Assessment: Whilst this site is inappropriate to support a Visitor Centre it provides opportunity for car parking if Site C is selected.

Site E: Devil's Punchbowl Carpark



Figure 21 Site E, Devil's Punchbowl carpark

Opportunities

- Close to popular Punchbowl and Historic walk.
- Adequate car parking space.

Issues

- Unstable ground to build on, again requiring more extensive groundwork.
- Similar distance to Village centre as existing site.
- Location is off the main road meaning it only works for people intending to walk to Devil's Punchbowl or go on the Millenium Walk.

Assessment: Placement is as isolated to current Visitor Centre site reducing opportunities to attract people into conservation. Increased groundwork costs also negatively impact.

4.11. The Village as a Conservation Hub

A key factor in considering sites was how its location could foster a more vibrant Village experience for visitors. Using Landscape Urbanism principles we identified opportunities to better intensify the village experience by providing linking elements that kept people exploring the street. We consider the department building anew facility has the potential to develop an Arthur's Pass Village as a 'Conservation Hub' with Kea experiences, and inspiring walks leading from the Village Centre. The following figures show this analysis on the basis of Site C being selected, with dotted lines showing places that emphasise walking.

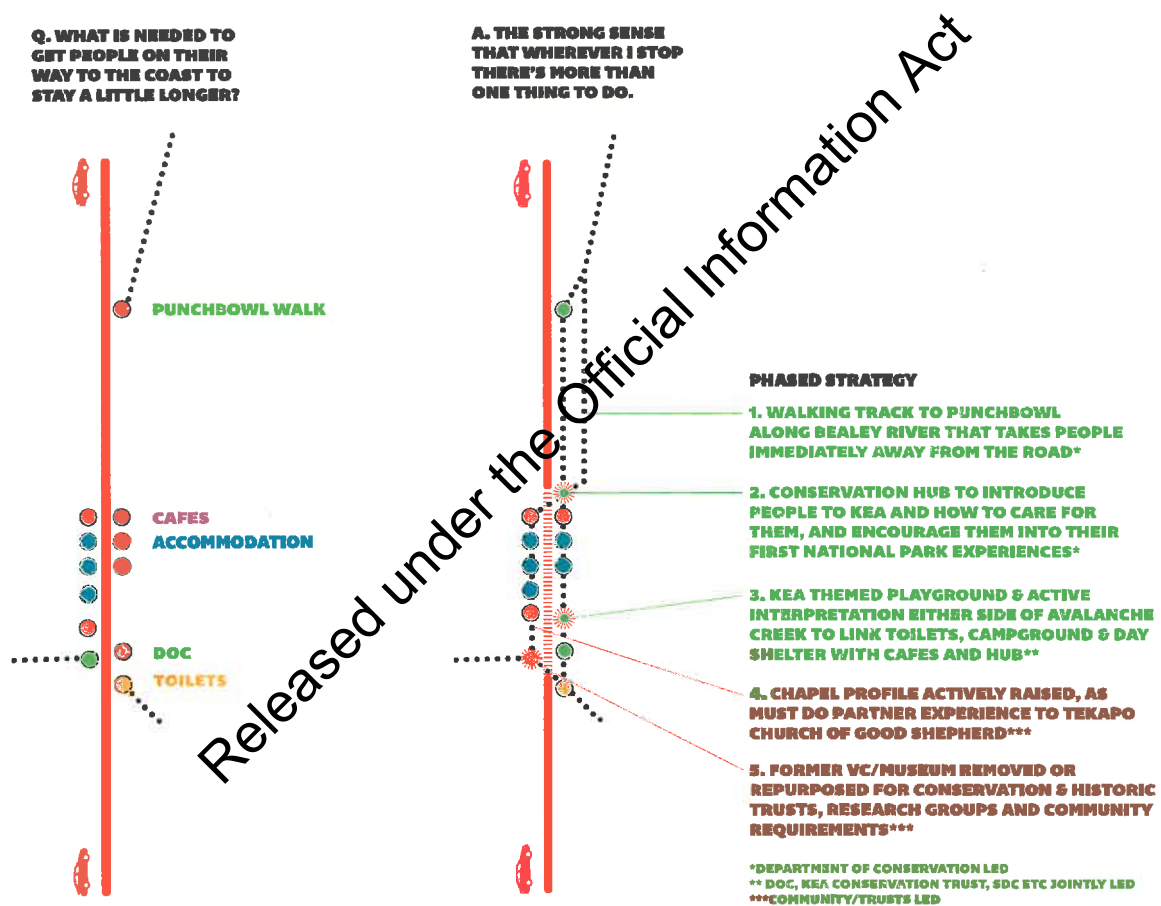


Figure 22 Schematic showing opportunities to develop an Arthur's Pass Village as a 'Conservation Hub'

Overall, we consider Site C offers the most benefit to the Department to deliver on its goals of increasing public participation in conservation. It also offers the strongest opportunity to the Department and the Village to revitalise Arthur's Pass Village and Arthur's Pass National Park, and in particular integrate coffee culture with conservation values and opportunities.

5. SH73 ARTHUR'S PASS NATIONAL PARK HIGHWAY

5.1. Existing sites managed by the Department

Along SH73 here are a number of sites managed by the Department of Conservation including the following:

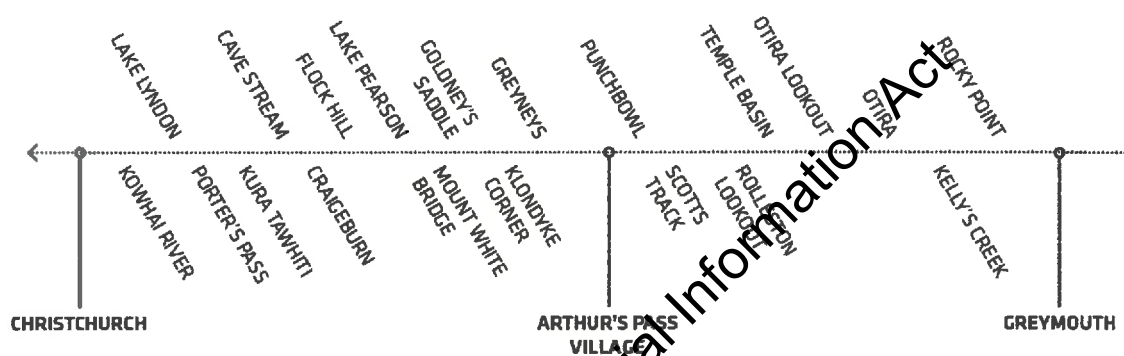


Figure 23 Schematic showing existing Department of Conservation and related sites with amenities along SH73

This represents a strong number of options for regular users of Department of Conservation facilities. However it is difficult for a first time visitor (or the person using the State Highway primarily to get to Canterbury or the West Coast) to differentiate between sites. In each case a snap decision is needed or not and with it a more likely outcome of people carrying on as they do not feel confident it is worth their while to stop. This behaviour becomes self reinforcing such that people are more likely to stop at the first café they come to than the next DOC managed facility.

5.2. Highway Strategy to support DOC outcomes

We propose

- SH73 from Porter's Pass to Jacksons is called the Arthur's Pass National Park Highway as a means of signalling Arthur's Pass Village as the key destination
- Gateway structures are positioned at each end of the highway as well as the entry to the village
- Select Department of Conservation sites on SH73 are presented as being the best places to stop

The major consideration for determining the showcase sites on SH73 were:

- Level of existing infrastructure, with no new sites considered. This needed to include compliant turn offs from the highway, carparking, toilet and picnic area
- Existing short activities (such as interpretative walks). Longer activities were preferable but not required
- Sites were themed to ensure a spread of conservation messages could be presented.
- West Coast sites have poor toilet facilities, and after the actual pass no sites were considered for this reason. It is also noted that the West Coast region of the park is managed from the West Coast

5.3. Proposed Site

The following are the suggested sites. The theme of 'Ecological restoration' was chosen for the first site at Lake Lyndon so people's first association with the department was about the department's active work to protect ecosystems.

Site	Kms to Village	Key Conservation Theme	Short Activity	Activities profiled	Long activities
Lake Lyndon		Ecological Restoration	Lake Walk	DOC Ranger	Fog Peak Walk on other side Lake Ida road
Kura Tawhiti		Pūnui	Boulder walk	Rock climbing	Bouldering
Cave stream		Limestone and Geology	Boulder walk	Caving	Bouldering
Craieburn		Plant Pests	Forest walk	Skiing Mountain Biking	Skiing Biking
Lake Pearson		Mahinga Kai	Lake Walk	Camping	Camping
Hawdon Shelter		Water and Braided Rivers	Forest Walk	Environmental Education	Woolshed Sudden Valley Hawdon Hut
Klondike Corner		Kiwi Recovery Parakeets	River Walk	Arthur's Pass Conservation Trust	Te Araroa Coast to Coast

Greyneys Shelter		Historic Journeys	Coach Road	What to take on a tramp	Mingha Edwards
Temple Carpark		Sub Alpine Ecology	Walk	What to wear in the mountains	Temple Basin Otira Valley

Table 10 Recommended sites and themes to be profiled within an Arthur's Pass National Park Highway

We note Temple carpark currently lacks toilet facilities, but given its popularity, recommend this is addressed.

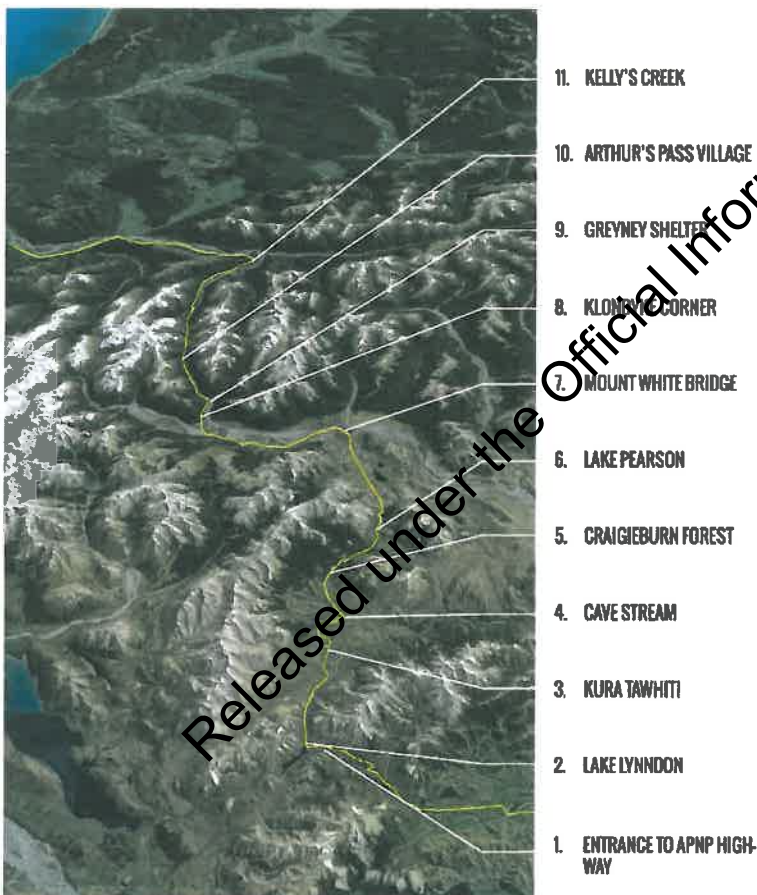


Figure 24 Spatial map showing recommended sites and themes to be profiled within an Arthur's Pass National Park Highway

6. DESIGN VISUALISATIONS

What should a National Park be in the twenty-first century? How can it express qualities of wonder, laughter, kaitiaki, adventure, mahinga kai, learning, and mauri to new generations of New Zealanders, and to our international visitors? State Highway 73, Arthur's Pass National Park and Arthur's Pass Village provide an excellent opportunity to incubate new thinking about how we can live well with our protected areas, and with it the planet.

This report is part of a wider process. Its function is to brief the Department on key opportunities and options it has within the park and along sites it manages on SH73 to grow the appeal of Arthur's Pass National Park in ways that better draw people into conservation-based values and activities.

What might an Arthur's Pass Village of the 2020s look like? The following visualisations express this possibility...



Figure 25 Visualisation of kea-themed playground, as a must-do activity for families, and an attraction to make drivers want to stop at the store/Visitor Centre/Conservation Hub to explore the village





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Figure 26 Visualisation of a Arthur's Pass Village as a Conservation Hub situated in the heart of the village. This includes a 'Kea zone' that emphasises on safe human-nature interactions, and which engages 'coffee holders' to engage in conservation values and activities



Figure 27 Visualisation of a picnic ground beside Avalanche Creek, that offers a magnificent picnic experience for visitors and also connects with the kea-themed playground



Figure 28 Visualisation of a possible signage system that can reinforce Arthur's Pass Village as a destination, and will also indicate activities to do in coming sites, and distance to the village

Mick Abbott, Woody Lee, Tenille Pickett

Lincoln University DesignLab

June 29, 2016



Lincoln University
Design Lab

New Zealand's excellence in education

29 June, 2016 v2.4

mickabbett@lincoln.ac.nz

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INDEPENDENT CONTRACT AGREEMENT

THIS AGREEMENT is made this [Insert date] day of [Insert month and year]

PARTIES

1. **The Director-General of Conservation**, ("the Director-General")
2. [Insert name and [street address] of the Contractor] [if a company insert the name and [street address] of registered office in the Companies Register - <http://www.companies.govt.nz/cms>] ("the Contractor")

BACKGROUND

- A. The Director-General is the administrative head of the Department of Conservation *Te Papa Atawhai* ("the Department"). The Department 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. In order to carry out its functions, the Department from time to time requires certain services in support.
- C. The Director-General wishes to contract for the Services described in Schedule 2 ("the Services").
- D. The Contractor has the skills and expertise necessary to carry out the Services and wishes to contract for the performance of the Services.
- E. The parties wish to record the terms and conditions of their agreement in this document and its Schedules.
- F. Under section 53 of the Conservation Act 1987 the Director-General has the power to enter into contracts and agreements necessary for exercising such powers as to enable the Department to perform its functions.

OPERATIVE PARTS

1. The parties agree that the Contractor will perform the Services as specified in the Schedules in accordance with the Department's Standard Terms and Conditions of Independent Contracts Version 1.8.
2. The Contractor acknowledges receipt of a copy of the Department's Standard Terms and Conditions of Independent Contracts Version 1.8.

SIGNED on behalf of the Director-General of Conservation by acting under delegated authority

Signature: _____

In the presence of (witness)

Signature: _____

Name: _____

Occupation: _____

Address: _____

A copy of the Instrument of Delegation may be inspected at the Director-General's office at Conservation House Whare Kaupapa Atawhai, 18 - 32 Manners Street, Wellington 6011

For a person/sole trader

SIGNED by [insert full name of Contractor if an individual]:

Signature: _____

Or for a company

SIGNED by [insert name of full name of Company] Limited by:

_____ Director

_____ Director

Or

SIGNED for [insert name of Company] Limited by its Director [insert name]:

Signature: _____

Or for a partnership

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

Signature: _____

Or for an Incorporated Society

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

_____ Authorised Signatory

_____ Authorised Signatory

In the presence of (witness)

Signature: _____

Name: _____

Occupation: _____

Address: _____

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Schedule 1

1.	Commencement Date (clause 2.1)	
2.	Completion Date (clause 2.1)	
3.	Fee (clause 4.1.1(a))	
4.	Fee Instalment(s) and Fee Payment Date(s) (clause 4.1.1(b))	<p>One instalment of \$xxx (plus GST/including GST) on or after completion of the Services (less any Retention Money) to the satisfaction of the Supervisor</p> <p>Or</p> <p>\$xxx (plus GST/including GST) on or after each of the following dates (less any Retention Money) if the Services are being or have been completed to the satisfaction of the Supervisor:</p> <p>The sum of the number of unpaid hours/day worked by the Contractor in completing the Services to the satisfaction of the Supervisor multiplied by the hourly rate/daily rate mentioned in Item 3 above (less any Retention Money), on or after each of the following dates:</p>
5.	Retention Money (clause 4.1.1(b))	Xxx % of all payments to the Contractor. The Retention Money shall be paid to the
6.	Liquidated Damages (clause 5.16)	\$xxx (plus GST/including GST) per day/week for the period between the Completion Date and the date on which the Services are actually completed.
7.	Disbursements (clause 4.3)	
8.	Site (clause 3.6.1)	<p>As marked on the attached plan or map in Schedule 3 being:</p> <p>Physical Description/Common Name:</p> <p>Land Status:</p> <p>Area:</p> <p>Legal Description:</p> <p>Map Reference:</p>
9.	Equipment, Facilities and Personnel (to be provided by the Director-General) (clause 4.4.2)	
10.	Access arrangements over private land to be organised by the Contractor (clause 4.4.2)	None/ The written consent of any adjoining landowners to cross their property to gain access to the Site.

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11.	Approvals, consents, authorities, licences and permits to be obtained by the Contractor (clause 4.4.2)	
12.	Supervisor (clauses 1.1 and 4.6)	
13.	Additional Documents (clause 1.2(c))	
14.	Insurance (to be obtained by the Contractor) (clause 5.4.8)	<p>A. <u>Types and amounts:</u></p> <ul style="list-style-type: none"> (i) Public Liability Insurance for an amount no less than \$xxx (ii) Professional Indemnity insurance for an amount no less than \$xxx (iii) Statutory Liability insurance for an amount no less than \$xxx (iv) Aviation Liability insurance for an amount no less than \$xxx <p>B. <u>Other Policies and amounts:</u></p> <p>C. <u>Details of all policies:</u></p> <ul style="list-style-type: none"> (i) Insurance Company: (ii) Policy number(s): (iii) Date insurance effected: (iv) Date insurance expires: <p>Certificate of Insurance Received: Yes/No</p>
15.	Health and Safety (clause 4.5)	<p>(i) Safety Plan: Required / Not Required To be audited/ Not to be audited</p> <p>(ii) Known hazards on the Site:</p> <p>(iii) Details of any staff of the Director-General or other people in the vicinity of the Site where there is potential for some contact between the Contractor and such people:</p> <p>(iv) Details of any other services being carried out by such people, which might affect the Contractor or the Services:</p>
16.	Fires on the Site (clause 5.5.4)	Not permitted/Permitted/Not applicable

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17.	Sustainability (clause 5.6)	Sustainable Business Plan: Required / Not Required It's likely a Sustainable Business Plan will be required if the delivery of Services involves: <ul style="list-style-type: none">• products where environmental considerations are important e.g. wood or paper• the use and/or disposal of products such as paint or chemicals that may have an adverse environmental effect• the use of mechanical devices• extensive travel• high energy use• the use of aircraft, particularly helicopters• disposal of waste]
18.	Addresses for service	The Director-General's address for service is: The Contractor's address for service is: [This can only be the street address from the Companies Office register]

Note: The clause references are to the Department of Conservation's Standard Terms and Conditions of Independent Contracts Version 1.8.

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Schedule 2

Description of the services and Special Conditions

Background

1. ...
2. ...
3. ...
4. ...

The services

- 1.
- 2.
- 2.

SPECIAL CONDITIONS

Variations to the Department's Standard Terms and Conditions of Independent Contract V1.8

5. The Department's Standard Terms and Conditions of Independent Contract V1.8 are varied as set out in the sub-clauses below.
 - i. ...
 - ii. ...
 - iii. ...

Use or delete the following clauses as appropriate

Sustainability clauses

Supplies and equipment

6. The Contractor must use its best endeavours to:
 - a. use 'recyclable' products or certified eco-friendly products or other products that have a minimal impact on the environment;
 - b. use energy efficiently;
 - c. seek ways of reducing fuel/energy consumption;
 - d. minimise packaging, or if packaging is used, it is biodegradable and recyclable.

Aircraft

7. If the Contractor wishes to use aircraft in the completion of the Services, the prior approval of the Director-General must be obtained.
8. The operator of any aircraft used or chartered by the Contractor in completing the Services must possess a current Air Operator Certificate or equivalent, as required by the Civil Aviation Rules.
9. The Contractor must use its best endeavours to:
 - a. use fuel efficiently; and

- b. seek ways of reducing fuel consumption.
10. The Contractor must provide reports to the Director-General every four months on the following dates [insert dates.] These must be in the following form and detail the:
- a. type of aircraft used (including whether fixed wing or helicopter); and
 - b. reasons for the use of type of aircraft; and
 - c. number of hours taken for the operation; and
 - d. amount and type of fuel used.

Aircraft

To: Supervisor

Date of aircraft use	Type of aircraft used	Reasons for the use of type of aircraft, other than proximity to airfield	Number of hours taken for the operation	Amount and type of fuel used

Other Vehicles

11. The Contractor must provide reports to the Director-General every four months on the following dates [insert dates.] These must be in the following form and detail the:
- a. type of vehicle used; and
 - b. kilometres travelled or number of hours used.

To: Supervisor

Date of vehicle use	Type of vehicle used	Kilometres travelled if a motor vehicle OR if not a motor vehicle, number of hours used

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Timber and Wood Products

12. The New Zealand Government requires:
- a. The Contractor has read the government standards relating to the procurement of timber, wood products and paper. These can be accessed at www.procurement.govt.nz
 - b. The Contractor must ensure that any timber or wood products, including paper, that are used in the completion of the project are legally certified and sustainably harvested.
 - c. If the wood products used in completing the project are sourced from overseas, the Contractor must ensure that the wood has a Forest Stewardship Council Label or an equivalent label.
 - d. The Contractor must upon request from the Director-General produce the certification or an equivalent label to show that overseas wood products are legally and sustainably sourced.

Biosecurity

13. The contractor must take all precautions to not transfer unwanted organisms (in particular soil borne organisms such as fungi and weed seeds, invertebrates such as [xxxx] as listed under the Biosecurity Act 1993 in the carrying out of their services, by complying with the following:
 - a. All vehicles must be free from all unwanted organisms, with special attention given to wheeled or tracked machinery, vehicles and ATVs;
 - b. All items loaded onto vehicles must be free from unwanted organisms, with landscaping, track construction and revegetation supplies obtained from a 'clean' source;
 - c. Methods and protocols for preventing unwanted organisms from entering or attaching themselves to the vehicles must be in place;
 - d. The contractor must ensure that all personal gear, boots and clothing worn on site by contract staff has been checked and is free of all dirt, debris and unwanted organisms, with checks undertaken at the beginning and end of each work session at a given site;
 - e. Check, clean and dry equipment between waterways. Fish, plants, rocks and other waterway components should not be moved between waterways;
 - f. Those knowingly spreading an unwanted organism are liable under the Biosecurity Act 1993.

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Schedule 3

The Site

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Department of Conservation

Request for Proposal

Arthurs Pass Destination and Investment
Framework

December 2019

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Definitions and Interpretation

The following definitions apply to this document:

Confidential Information means Information that:

- (a) is by its nature confidential
- (b) is marked either by the Department or a Participant as 'Confidential', 'Commercially Sensitive'
- (c) is provided by the Department, a Participant, or a third party 'In Confidence'
- (d) the Department or a Participant knows, or ought to know, is confidential
- (e) is of a sensitive nature, or commercially sensitive to the Department, a Participant or a third party.

Contract means any Contract or Contracts to be signed by any successful Participant and the Department.

GETS means the Government Electronic Tender Service, which can be accessed at: www.gets.govt.nz

Goods means all tangible products, equipment, parts and other items being proposed for supply to the Department.

Intellectual Property means patents, registered designs, trade marks (including logos, get up and trade dress), domain names, copyright, personality rights, know-how and trade secrets, confidential information and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Participant means any person or company participating in this RFP process.

Proposal means the Proposal developed and submitted by a Participant in response to this RFP including any other written response or information provided by that Participant during the RFP process.

Requirements are the requirements of the Department, as detailed in this RFP document.

RFP means this document and all of its appendices and attachments.

RFP process means the end to end process described in this RFP by which the Department may or may not, select a supplier or suppliers.

Services means all Services in scope, or being proposed, for supply to the Department.

Except to the extent that the context otherwise requires, any reference in this RFP to a "person" includes an individual, company, corporation, local authority, an association of persons whether corporate or not, a trust or a state or agency of a state whether of central government or local government (in each case, whether or not having separate legal personality).

Except to the extent that the context otherwise requires, in this RFP:

- words denoting the singular number also include the plural and vice versa and words denoting any gender include all genders; and
- an example or an inclusion does not limit what else may be included.

1 INFORMATION FOR PARTICIPANTS

1.1 Purpose

The Director-General of the Department of Conservation (the Department) is seeking Proposals to identify a supplier to supply the Services described in Section 3 of this Request for Proposal (RFP).

This RFP sets out the general requirements for the Services, together with the terms and conditions for submitting a Proposal. Suppliers responding or intending to respond to this RFP shall be known as Participants.

Important note:

Please read all sections of this RFP. Submitting a Proposal in response to this RFP is deemed to be the Participant's acceptance of the RFP Terms and Conditions.

1.2 Participation

This is an open invitation to Participants through the Government Electronic Tender Service (GETS).

1.3 Objective and scope of procurement

The overall objective of this procurement is to enable co-ordinated, appropriate and specific investments to be made within Arthurs Pass National Park, Arthurs Pass Village and along the journey experience to (and from) the place.

To provide structure and to maximise "no regrets" decision making this procurement process and the resulting project will create a **Destination and Investment Framework Report (Framework)** for Arthurs Pass National Park, Arthurs Pass Village and the journey that exists along SH73.

It should be noted that whilst the Department is leading this work, the references within this document and the output required relate to stakeholder aspirations also.

Service provision includes:

It is expected that the Framework will be a report/series of reports that includes relevant analysis of current state of the visitor sector and outlines the future state with the appropriate investment. A more detailed description of this is in section 3 below

The Framework would include but not be limited to: -

- Current and future visitor dynamics (including type, volumes, profiles and relevant comparisons) within the Arthurs Pass National Park, Arthur Pass Village, along SH73 and by rail
- Current and future capacity needs and constraints including:
 - basic infrastructure (e.g. wastewater)
 - visitor infrastructure (e.g. all accommodation, campsites, stop points on the journey)
 - available assets and products (e.g. suitable walks/tracks, market appropriate products)
 - amenities (e.g. Visitor Centre, station and parking)
 - physical access (such as by road) along the journey to and from the National park
- Planned or necessary investments into the area and the connected requirements
- Concept level design plans for Arthurs Pass Village and its immediate surrounds
- A recommended approach and clearly phased work plan for implementation developed in conjunction with The Department and its Partners,

Goods/Service provision excludes:

Services that are deemed out of scope for this procurement include: -

- The physical works that may be identified throughout the project
- Developed and detailed design plans, tender documentation, procurement support and construction monitoring (MSQA) for the village itself or any structures that are identified
- Geotech or other ground testing (outside of information already available)

- A full Destination Management Plan (DMP), including full spatial or master planning, or levels of detail that move this from a Destination and Investment Framework to a full DMP
- Quantitative Research
- Any items that are not agreed by the Department via the development of a scoping document with the selected supplier

1.4 Timetable for the Procurement

The timetable for this procurement is anticipated as follows:

Stage in Process	Date (on or by) 2019/2020
RFP Issued	Friday, 20 th December 2019
Deadline for submission of questions	5pm on Monday, 27 th January 2020
Deadline for submission of Proposals	12pm (noon) on Monday, 3 rd February 2020
Evaluation starts	Monday, 3 rd February 2020
Recommendation to Project Governance Group	Monday, 10 th February 2020
Recommendation to Project Governance Group Preferred Supplier(s) identified	Monday, 10 th February 2020
Negotiation with preferred supplier(s)	Tuesday, 11 th February 2020
Contract executed	Friday, 14 th February 2020
Unsuccessful Participants notified and debriefs offered	Friday, 14 th February 2020
Anticipated Contract start date	Friday, 14 th February 2020
Anticipated Contract end date	Friday, 15 th May 2020

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1.5 Correspondence and Clarification

The Department's designated contact for this RFP is DOC Procurement Team.

All communication with the Department regarding this RFP must be directed via GETS to the designated contact.

Participants are responsible for identifying any further information required to prepare their Proposal. Any questions or requests for clarification must be submitted via GETS before the Deadline for submission of questions date. Questions will only be accepted in writing via GETS. Participants, including any existing suppliers, must not discuss this RFP with, or direct questions to, other Department personnel.

The Department will endeavour to respond promptly to any enquiries about this RFP. Questions and answers to questions will be notified to all Participants via GETS, unless the nature of the response is viewed as commercially sensitive or considered inappropriate to share with all Participants.

The Department may reword questions as appropriate to provide greater clarity or relevance to other Participants. The Department reserves the right not to provide further clarification to, or answer questions from, Participants.

1.6 Submission of Proposals

1.6.1 Proposal close

Proposals must be submitted no later than
12pm (noon) on Monday, 3rd February 2020

1.6.2 Proposal format

Upload one electronic copy of your Proposal to GETS prior to the closing time and date. Please ensure that all parts, including appendices or attachments, which are required to be included as part of your written Proposal, are included.

Each Participant must submit their Proposal in two separate files, as follows:

In file No. 1 (marked 'Non-Price Information'):

- Completed and signed Response Form (section 4 of this RFP)
- Any relevant supporting documentation

In file No. 2 (marked 'Pricing'):

- Completed and signed Pricing Schedule

It is the responsibility of Participants to ensure that their Proposal is delivered in full, on time and in the format requested. The Department takes no responsibility for transmission failure of any kind with regard to the emailing of soft copies.

Unless otherwise noted, all hard and soft copies of the Proposals shall become the property of the Department and shall not be returned.

1.6.3 General

Participants must read all the instructions and information included in this RFP and submit their Proposal in accordance with these instructions. It is important that you provide all the information asked for in the format and order specified. Your Proposal must be signed by an authorised representative.

Please ensure that where information is to be sought from third parties, for example references, guarantees etc. that such requests can be dealt with speedily, and that referees are aware that the Department will be contacting them as part of this RFP process.

If an answer to a question in one section is identical for another, Participants should repeat the relevant text in the question response area. Do not refer to an answer provided in another section, e.g. "see question 1.1 for response". If you are unable to answer any question, you must state why. Your Proposal must identify where you have made any assumptions, and the impact of those assumptions. A response which is too general, like "more information required", will be considered inadequate.

If you consider any information contained within your Proposal to be Confidential Information or commercially sensitive, you must make this clear. The Department will make every effort to maintain confidentiality in respect of information supplied by any Participant. However, confidentiality cannot be guaranteed because of the application of enactments including the Official Information Act 1982, Government processes including the Minister's obligation to answer Parliamentary Questions and Orders of Court.

If you need to include any additional information to support your Proposal, it must be relevant to this RFP and should be clearly marked and attached as Appendices. Information and detail which forms part of general company literature, promotional brochures or information contained within a web-link, should not be submitted and will not form part of the evaluation process.

1.7 Evaluation of Proposals

1.7.1 Evaluation Criteria

The Department and where available the partners, will evaluate each Proposal against the following criteria:

- **Weighted criteria:** These criteria will be assessed against the following weightings

Criteria	Weighting
The total cost	20%
Experience and Expertise – supplier history and performance, skills, knowledge and experience, proven track record	20%
Proposed approach and methodology – solution meets need, fits with current systems, quality of reports, quality of methodology	25%
Business relationship - how the Participant will work with DOC and its partners in support and account management;	15%
Implementation – can work to timeframes, ease of implementation, timing of delivery	20%

Assessment of Participants' capability to deliver the required goods or services will be based on the responses provided and any subsequent due diligence undertaken by the Department.

1.7.2 Evaluation Phases

The Evaluation Process will be undertaken in the following stages:

Stage I

Participants respond to this RFP document. Proposals will be assessed against the Mandatory criteria.

Stage II

Proposals will be evaluated against the weighted criteria and pricing. Reference checks may also occur at this stage.

Stage III

One or more Participants may be selected and invited to enter into further discussions or negotiations at the end of Stage II.

1.8 Information to be submitted

Each Participant must supply the following information as their Proposal:

- (a) Completed and signed Response Template (section 7 of this RFP)
- (b) Schedule of Prices/pricing breakdown
- (c) Any additional relevant information e.g. insurance certificates, copies of financial statements and case studies of relevant work

The Department may reject a Proposal that is not submitted in accordance with the instructions set out in this RFP.

2 TERMS AND CONDITIONS

The following Terms and Conditions apply to the RFP process. Submission of a Proposal or participation in the RFP process by a Participant is on these Terms and Conditions.

2.1 Reliance upon Statements by Participants

2.1.1 The Department will rely on the information in, and given about, a Proposal and in subsequent correspondence or negotiations with the Department or its representatives. The Participant's Proposal (and any information about the Proposal) must, therefore, be complete, accurate and not misleading. The Participant represents and warrants to this effect.

2.1.2 Each Participant will notify the Department of any inaccuracy in relation to its Proposal (or any additional information provided by the Participant) as soon as it becomes aware of the inaccuracy.

2.2 Participants to Inform Themselves

2.2.1 Each Participant will be responsible for ensuring that it has:

- a. examined this RFP, any documents referenced by this RFP and any other information made available by the Department to it;

- b. identified and obtained any additional information it may require to cost and provide firm pricing for the Goods/Services which meets the Department's requirements;
- c. considered all the risks, contingencies and other circumstances having an effect on any Proposal; and
- d. satisfied itself as to the correctness of any Proposal and of the costing stated in any Proposal and the sufficiency of the Goods/Services proposed in any Proposal to meet the Department's Requirements.

2.2.2 If a Participant has any doubts as to the meaning of any part of this RFP it must communicate that doubt to the Department's designated contact within the timeframe for submission of questions. If, for any reason, this is not possible, the Participant should, when submitting its Proposal, set out in a covering notification the interpretation it has used.

2.3 Joint Proposals

2.3.1 Joint Proposals submitted by more than one Participant may be accepted provided that:

- a. no EOI process preceded the RFP which required qualification of the Participants by the Department; or
- b. both parties qualified through the EOI process.

2.3.2 The Department prefers all Participants which are party to a joint Proposal to indicate their willingness to negotiate independently with the Department should the Department wish to separate the joint Proposal.

2.3.3 For any joint Proposals, a primary contact point must be identified as the single point of contact for all matters relating to this RFP and RFP process, including, for the avoidance of doubt, the negotiation of all contractual arrangements if the joint Proposal is selected.

2.3.4 Where a joint Proposal is submitted, both Participants accept that they are jointly and severally liable in relation to their joint Proposal.

2.4 Confidentiality

2.4.1 The Department, and each Participant, will keep confidential all Confidential Information provided by the other. No Confidential Information will be provided to a third party without the other's prior written consent.

2.4.2 Where a Participant's Proposal contains information, such as Intellectual Property, that it considers should be held confidential, the Participant must clearly identify the information and mark it 'Confidential' or 'commercially sensitive'. The Participant may be asked by the Department to indicate the reason why such information should be held as confidential.

2.4.3 Participants acknowledge the Department's obligations under the above clauses are subject to the requirements imposed by statute (e.g. Official Information Act 1982, the Privacy Act 1993) and parliamentary convention.

2.4.4 The Department's obligation to keep the Participant's information confidential will not be breached if the information is disclosed by the Department to the appropriate authority because of suspected collusive, or anti-competitive behaviour.

2.4.5 By submitting a Proposal, the Participant provides consent and authority to the Department to enable it to contact its nominated referees or other entities named in the Participant's Proposal to discuss and verify the Participant's submitted information. This requirement also applies to the Participant's subcontractors.

2.5 Validity Period

Each Proposal must remain open for consideration by the Department for a minimum period of four months after the deadline for Proposals stipulated in this RFP.

2.6 Rights reserved by the Department;

To the maximum extent allowed by law the Department reserves the unrestricted rights at any time to:

- (a) make any change to the WFP and to the RFP process. Where a significant change affects either the scope of work or the RFP process the Department will either notify the person or organisation initially advised of the RFP or, where the RFP was advertised via GETS, through the GETS Website;
- (b) liaise, negotiate or contract with any Participant or other person at any time without disclosing this to, or involving or doing the same with, any other Participant or person;
- (c) have any of the Department's representatives at any reasonable time inspect any property, or interview any personnel of any Participant or other person as part of its evaluation process;
- (d) restrict or deny the supply of, or access to, any Department site or any other property or any of the Department's personnel, information or property to any person;
- (e) suspend or cancel this RFP or any process arising from it at any time by notice;
- (f) accept or reject any Proposal, regardless of whether it conforms with, or is submitted in accordance with, the requirements of this RFP;
- (g) select a single supplier or a mix of suppliers as it sees appropriate to fulfil the objectives;
- (h) enter into one or more Contracts in respect of any part of the requirement;
- (i) propose the composition of a consortium based on the Proposals received and negotiate directly with any consortium member included in the Proposal;

- (j) consider a Proposal that has been submitted after the RFP Closing Date at its discretion;
- (k) withhold any information from any Participant and will not be responsible to any person for any information. However, the Department will attempt to provide information reasonably required by a Participant to assist in the preparation of its Proposal where this is requested by the Participant;
- (l) seek additional information about Participants from any source;
- (m) require Participants to submit further information or make presentations and undertake due diligence relating to any Participant at any time during the RFP process;
- (n) re-advertise the RFP in whole or part at any time;
- (o) amend the Standard contractual Provisions included in this RFP in its sole discretion at any time prior to the Contract which incorporates them being executed by the Department and the successful Participant.

2.7 Status of RFP

2.7.1 Neither the RFP, nor the RFP process, shall create any legal relationship between the Department and a Participant. For the avoidance of doubt, this RFP process does not give rise to a process contract.

2.7.2 Should the Department advise a Participant that their Proposal is acceptable to the Department or will provide the basis for a Contract (namely, that the Participant is a preferred Participant), there will be no Contract between the parties in relation to the Proposal until a written Contract is entered into. Section Five sets out the form of the written Contract.

2.7.3 If there is any conflict or inconsistency between the terms and conditions set out in this RFP and the terms contained in a Participant's Proposal, the terms and conditions set out in this RFP shall prevail.

2.8 Advice of outcome

The Department will advise a Participant if their Proposal has been unsuccessful. Should a Participant wish to understand why their Proposal may have been unsuccessful the Participant may contact the Department designated contact to arrange for a debriefing.

2.9 The Department not liable for costs

The Department will not be liable (in contract or tort, including negligence or otherwise) for any direct or indirect damage, loss or costs (including loss of profits or business) to any Participant or other person in respect of this RFP or RFP process.

2.10 The Department's Disclaimer of Liability

While the Department makes every effort to provide accurate information, it does not accept any responsibility or liability (whether in tort, contract or otherwise) to any person for errors of fact, omission, interpretation or opinion that may be present, nor for the consequences of any decision based on this information.

2.11 Indemnity

If a Participant breaches any Term or Condition of this RFP, any warranties given under these Terms and Conditions or otherwise given in the RFP process, or any other condition of the RFP and, as a result of that breach, the Department incurs costs or losses (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process or

enforcement of Intellectual Property rights or confidentiality obligations), then that Participant shall indemnify the Department against such costs or losses.

2.12 No Publicity

- 2.12.1 Participants must not, without the Department's prior consent in writing, make any public statements about:
- a. this RFP or their participation in it; or
 - b. the Participant's or anyone else's success, or lack of success, with a Proposal.

The Department will not unreasonably withhold such consent and will respond promptly to such a request. This does not apply to information on this RFP which is already in the public domain.

2.13 Ethics

- 2.13.1 Each Participant represents and warrants that it has not and will not engage in any practices that give one Participant an improper advantage over another, and/or engage in any unfair and unethical practices, including, in particular, any collusion, secret commissions or such other improper practices.
- 2.13.2 Participants must not directly or indirectly offer or provide any form of inducement or reward to any representative of the Department in respect of this RFP.
- 2.13.3 Participants must not attempt to influence the outcome of the RFP process by canvassing, lobbying or otherwise directly or indirectly seeking support of Department personnel.

2.14 Currency and time

Prices are to be quoted in New Zealand dollars exclusive of Goods and Services tax (GST) and all other taxes, duties and expenses arising. Dates and times are New Zealand time.

2.15 New Zealand law

This RFP will be construed according to and governed by New Zealand law and each Participant agrees to submit to the non-exclusive jurisdiction of New Zealand courts in any dispute concerning this RFP process or any Proposal.

3 STATEMENT OF REQUIREMENTS

3.1 Background – About the Department of Conservation

The Department of Conservation is the central government organisation charged with promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefits of, present and future New Zealanders. The Department is a decentralised organisation with its National Office in Wellington and offices located throughout New Zealand.

The Department's primary purpose is conservation leadership for a prosperous New Zealand, where New Zealanders gain environmental, social and economic benefits from healthy functioning ecosystems, recreation opportunities and living our history.

The Department's vision is that New Zealand is the greatest living space on earth.

The Department has a leading role in conservation work that contributes to our prosperity, including:

- Managing natural and historic heritage on roughly one third of New Zealand's land area, as well as marine environments;
- Doing hands-on work with species and ecosystems

- Managing national parks, high country parks, forest parks, reserves, offshore islands, and historic sites
- Building and maintaining outdoor recreation facilities
- Working with tourism operators and others running businesses on public conservation areas
- Leading conservation research and science
- Sharing information and partnering with others including iwi, communities, non-government organisations, businesses, conservation boards, and central and local government
- Advocating for the conservation of natural and historic heritage

Further information about the Department's strategic direction and purpose, including our Statement of Intent which outlines the key strategies for us over the next three to five years, can be found at www.doc.govt.nz.

3.2 Introduction

Arthur's Pass sits alongside one of the most popular tourist routes on the South Island - SH73. More than 1 million people travel this route each year (by road), with around 120,000 stopping at the DOC Visitor Centre annually. Accessed by both road and rail, the journey passes key sites that have historic, cultural and national significance.

Between Christchurch and Kumara there are more than 50 places where visitors can stop for picnics, to view scenery, explore forests, waterfalls and historic sites, gain access to walking and mountain biking tracks and camp. Most of these sites have developed haphazardly without the guidance of an overall plan.

Arthurs Pass Village is a natural and popular stopping point along the journey. The TranzAlpine rail experiences stops in Arthur's Pass, where the town is the launch pad to several popular walks and hiking tracks. The Department, working alongside our treaty partner Ngāi Tūāhuriri and the key stakeholders of KiwiRail, MBIE Tourism, NZTA and Selwyn District Council who collectively represents the main parties with the largest current and/or future investment responsibility and capability within the area.

This project will produce a framework that looks at the Destination and the journey to and from the Destination in conjunction with the current and potential investment plans of the main stakeholders.

It is expected that the Framework will be a report/series of reports that includes relevant analysis of current state and also clearly outlines the future state, conceptual plans/design and a defined, investment outline.

Historically, across much of New Zealand, coordinated work programmes between agencies, partners and stakeholders are rare or limited; therefore, coordinated investment decisions have been unusual. Arthurs Pass appears to be an example where planning and coordination between key government agencies, treaty and commercial partners could lead to a better overall outcome than if those parties act in isolation.

At present, the destination of Arthurs Pass itself and many of the key sites on the approach and departure, capture only a fraction of the 1 million+ visitors passing through by road. KiwiRail currently delivers circa 25,000 passengers per annum to Arthurs Pass village by rail and the assumption is that most of these are international visitors connecting to coach with Franz Joseph and Queenstown as ultimate destinations.

The Government has developed an industry framework to support its role as a steward and actor via MBIE Tourism. The Department alongside many others, has a lead role to play in delivering this in partnership with MBIE. The Government framework looks to coordinate activity across the tourism system and enable Government to make choices about how, when and where it intervenes or invests to support the outcomes of the strategy – both at a national and a regional level.

The strategy identifies 5 core focus areas needed for a well-functioning regional tourism destination and these are: -

1. Attractions
2. Awareness
3. Access
4. Amenities
5. Attitudes.

The location of Arthurs Pass National Park, the village itself and the many sites along the route (SH73) to reach the destination, provides a strong foundation of what is needed to support a well-functioning, regional visitor destination within the “Five A’s” assessment.

The Arthurs Pass Destination and Investment Framework will explore what is needed across the five A’s above to improve those foundations and deliver a higher performing regional visitor destination. The Framework will also need to outline the most appropriate investment activity and specifically what co-ordinated investments could/should be made and to what effect.

KiwiRail have expressed ambitions to further develop Arthur’s Pass into a destination for its services and similarly Selwyn District Council is eager to work with others to deliver greater value to visitors in the region.

DOC and the key stakeholders, recognise the significant potential for greater involvement by tangata whenua to add depth and richness to visitor experiences. Arthur’s Pass is known as “the kingdom of the kea”, and a haven for threatened kākāriki and rātā. The conservation story of Arthur’s Pass National Park is one of the most accessible to visitors and the kea is a key attractor of international visitors. Current research indicates that kea that are fed by humans are negatively impacted – learning associative behaviours that harm their health and bring them into other more dangerous conflicts with people.

Without a co-ordinated approach to investment planning there is high risk of uncoordinated investments being made that, when reflected on in years to come, may not deliver the best outcome for the visitor, the environment, the community nor the wider, NZ Inc.

To enable co-ordinated investment planning (in a destination sense) it is anticipated that additional expertise is needed to review the current and future visitor needs, the opportunities available to deliver to these and the infrastructure needed to support these.

Through developing this Destination & Investment Framework, the Department and its Partners want to: -

- Enable “No regrets” decision making with the start point being the environment, the community and the visitor
- Deliver an investment framework that provides confidence for both government and commercial investment
- Enable a visitor experience that is fit for market and connected throughout the Gateway destination
- Provide a better conservation experience in the National Park including good visitor safety information for the National Park and a reduction in visitor exposure and risk to natural hazards
- Support better management of road safety and associated issues including ensuring there are fit for market and appropriate stopping points along SH73

- Outline a concept level visual/spatial plan for the future of Arthurs Pass to deliver to the needs to the visitor

This project is one of a number of initiatives recently announced from the newly formed International Visitor Levy (IVL) <https://www.mbie.govt.nz/immigration-and-tourism/tourism/tourism-funding/international-visitor-conservation-and-tourism-levy/projects-funded-by-the-ivl/>

The project will be led and managed within the Departments Heritage and Visitor team. Resources, including a dedicated project lead, senior experience designers, spatial planners, operational subject matter experts, local operations, policy & planning and heritage advisors will be made available to support the successful supplier.

3.3 Definitions

Arthurs Pass – for the purposes of this RFP and project this refers to all areas considered to be part of the experience in getting to and from Arthurs Pass National Park and Arthurs Pass Village and including highway SH73.

Framework – for the purposes of this RFP and project the Framework describes the overall output document(s) of this project. It is what will be referred to for decision making purposes.

Partners – for the purposes of this RFP and project the partners/strategic stakeholders (In addition to The Department) are: Ngāi Tūāhuriri, MBIE Tourism, KiwiRail, Selwyn District Council and NZTA.

Project Governance Group – for the purposes of this RFP and project The Department will work with two Governance Structures. The Departments own, internal governance and an external Project Governance Group comprising of the Partners.

3.4 Service Outcomes

The Framework needs to enable an integrated approach to be taken to investment and growth in Arthurs Pass and it should look ahead for circa 20 years.

It is expected that the supplier will outline their understanding of how to do this, including the specific resources needed both within their own organisation and from The Department and its Partners in the response.

The requirement is not for more “plans” to be created from this Framework. This output for this project should clearly articulate the specifics of what is needed for action, any gaps and timeframes. In particular: -

- articulation of each party’s investment objectives/plans/concepts or other information as appropriate
- a sound process of assessment of the options that supports discussion and decision making by The Department and its partners.
- financial and economic analysis well developed enough to base go/no go decision to detailed business case development AND provide an anticipated, total investment requirement across The Department and Partners.
- a concept level plan for Arthurs Pass that can be easily understood by multiple audiences and used to support potential Village re-design, investment discussions and decisions.
- visionary drawings for the overall space, any specific architecture or landscaping that represents the future state and that shows the linkages between the investment recommendations
- an understanding of what is possible, with existing Geotech information available, and where further investigation may be required for any proposed infrastructure
- timelines for proposed projects outlined and any phasing recommendations defined
- reflection of the community and wider stakeholder aspirations and alignment (or not) to the intended Framework

- detailed written content that articulates current and/or future: -
 - visitor flows, patterns and requirements
 - infrastructure needs
 - land ownership
 - development opportunities
 - investment plans
 - policy constraints or impacts and other items as discovered through the process

It is expected that the Participant will either have all the skills in house or subcontract the required resources.

3.5 Key Milestones

This section details the key delivery dates for the contract:

1. The successful Participant to deliver a final draft report by 5pm on Friday, 8th May 2020
2. The Project Governance Group will provide feedback or comment no later than 5pm on Wednesday, 13th May 2020
3. Final report to be delivered by 5pm on Friday, 15th May 2020

In the response the Participant should expand on the phases of delivery as they see them and the associated timelines against each phase (where appropriate).

3.6 Financial and Output Reporting requirements, and Performance Measures

With the project operating on tight timeframes the following is required for reporting. This is to ensure any blocks are removed to support the successful participant.

The Participant shall provide a two-weekly progress report to the Project Lead throughout the duration of the Services and provide a monthly financial report which may be in e-mail format, to be delivered no later than the 10th of each month.

The Participant shall allow for face to face meetings with the Project Governance Group, to report progress and present the design team's work to date. These are expected to be held following contract award (contract kick off briefing), at the mid-point of the project and following the submission of the draft report.

3.7 Relationship Management

The successful Participant will be expected to work closely with the Department and its Partners to ensure an effective Framework is delivered.

Regular and clear communication is expected across all parties and early and clear escalation of risks is key.

Communication between the parties will be a mixture of face to face, phone and email and needs to be structured in the most appropriate way to deliver within the required timeframes.

3.8 Compliance with Legislation

The successful Participant will be required to comply with all New Zealand Government Legislation, including the Employment Relations Act, the Official Information Act, the Privacy Act and the Public Records Act.

3.9 Price breakdown/Cost Models

Please provide a detailed pricing offer, this needs to enable the Department to identify costs associated to your delivery schedule. Ensure that all costs are outlined; also that travel for stakeholder engagement is outlined. The Department is also open to receiving the Participants own, suggested models for pricing based upon the delivery of similar projects. In this instance two outlines should be provided.

The details of this should be broken down in a separate schedule provided by the Participant.

3.10 Additional Information and Project References

A number of projects have been undertaken by The Department that may be useful to the development of the Framework. To support the Participants, an example of the documents is provided as an addendum.

Other documents will be made available to the successful Participant as required.

- Growing the appeal of Arthurs Pass National Park (June 2016)

3.11 Health and Safety

The Department is committed to compliance with the Health and Safety at Work Act 2015. Each Participant and its representatives and sub contractors must:

- comply with the Health and Safety at Work Act 2015,
- comply with the Department's Workplace Drug and Alcohol Policy (available on the Department's internet site), and
- comply with all health and safety legal requirements relevant to the work to be undertaken, including regulations, codes of practice, standards and guidelines.

Participants must also prepare and submit:

- a copy of their own Health and Safety Plan,
- Any other documentation as the Department may reasonably request in respect to health and safety issues.

3.12 Sustainability

The Department is committed to sustainable business and has developed a "Sustainable Business Practices Plan" which focuses on the protection of the environment and prudent use of resources (available on request). It is expected that Participants will also demonstrate their own commitment to sustainability within their own organisations and supply chains, for example in its:

- The project seeks to have a positive effect on the sustainability goals of the community, tangata whenua and the investment partners. As such, the supplier must be able to demonstrate their commitment to sustainability and the practical steps they take within their business to ensure they are meeting these objectives.
- The Investment Framework and High-Level Concepts sought from the supplier should demonstrate 'best practice' and ingenuity in terms of environmental sustainability as a key outcome of the project.
- The 'community' consists of our treaty partner, local Arthur's Pass residents, holiday bach owners, recreation user groups such as hiking clubs, climbing clubs, bike clubs, and commercial operators. The social license sought for this project needs to include all of these groups and therefore a mechanism for high-level communication and input is paramount.
- The outcomes sought must include a mechanism to ensure the development described is economically sustainable in the long-term and fit for purpose over a period of at least 25 years.
- The ability of the supplier and the project to meet our sustainability goals will be measured by: (i) the inclusion of innovative environmental sustainability methods; (ii) a growing

social license within the community; and (iii) an investment plan that is financially sustainable.

4 RESPONSE TEMPLATE

Proposals must be provided using the format and order in the following template. Ensure that you have read section 1 'Instructions for Participants' before completing the template overleaf.

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Department of
Conservation
Te Papa Atawhai

Department of Conservation

Arthurs Pass Destination and Investment Framework

December 2019

Participant Name:

Date:

Contact Details for this RFP:

(Participants must nominate one person within their organisation as their contact person responsible for this RFP. The Department will correspond with this person)

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<p>Please review and confirm <u>Yes</u> or <u>No</u> to each of the following: Do any of the following apply to your company/organisation, or to any of its directors (or equivalent):</p> <ul style="list-style-type: none"> • Bankruptcy, insolvency, administration, statutory management, compulsory winding up, or receivership? • The company/organisation/any directors/any major shareholders/any officers is/are subject to legal proceedings? • Has been convicted of a criminal offence related to business or professional conduct? • Has outstanding obligations related to the payment of taxes? <p>If Yes, please provide details.</p>	
<p>Provide a general description of your organisation, including the structure and overview of the services you offer. If you wish you may also include a brief commentary on the people and the culture of your organisation and future plans.</p>	

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4.3 CONTRACTUAL TERMS & CONDITIONS

<p>Section 5 of this RFP provides a copy of the Department's standard contractual provisions. Participants are required to read these provisions and confirm their agreement to them. Please confirm 'acceptance in whole'</p>	
<p>If a change to the standard provisions is requested, precise wording changes or alternative clauses must be provided. A response indicating that further discussion is required is not acceptable. Clearly indicate the number of the clause you would like to amend and why. Participants agree that they will not attempt to negotiate any changes to the Department's Standard contractual Provisions which have not been raised in their Proposal.</p>	

<p>Do you intend to subcontract or assign any part of the services? If so, please provide details as follows:</p> <ul style="list-style-type: none">• Name and address of sub-contracting organisation• Website address of sub-contracting organisation• Contact name, role within the organisation, telephone number and email address• Relationship with your organisation• Nature of services to be provided by the sub-contracting organisation <p>If you do not intend to use any sub-contractors, please note this in your Proposal.</p>	
<p>Do you intend to form a partnership or consortium in order to deliver this contract? If so, you must identify:</p> <ul style="list-style-type: none">• The lead organisation or• A legal entity <p>To take responsibility for the Proposal and eventual contractual arrangements.</p>	
<p>Do you have any direct or indirect conflicts of interest or potential conflicts of interest in providing the required goods/services? If so, please provide details.</p>	

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RESPONSE TO REQUIREMENTS (for completion)

4.4 EXPERIENCE AND EXPERTISE

<p>Detail your organisation's experience/history of providing the proposed services to New Zealand Government or large corporate organisations.</p> <p>If the proposal includes working with others, please outline and include examples of your history of doing so.</p>	
<p>Please provide the following details for at least two referees.</p> <ul style="list-style-type: none"> • Organisation name and address • Contact name, role within the organisation, telephone number and email address • Nature and date of services provided • Key achievements and challenges of the engagement • Demonstration of commitment to continuous improvement 	
<p>Profile the staff in the proposed services area. Outline their professional roles, qualifications and experience and how these are kept up to date.</p>	

4.5 PROPOSED APPROACH AND METHODOLOGY

<p>Detail the proposed methodology and intended approach, procedures and techniques that are to be used to achieve the proposed outcomes.</p>	
<p>Please provide details of any Quality Assurance Systems in place within your organisation.</p>	
<p>Please confirm how you will meet with the proposed performance targets and measures, and reporting requirements.</p> <p>If you are unable to meet the performance and/or reporting requirements, state alternative proposed</p>	

4.6 BUSINESS RELATIONSHIP

<p>Please confirm how you will meet the business relationship requirements</p>	
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<p>described in section 3.</p> <p>Provide the following details</p> <ul style="list-style-type: none">• The proposed Account Manager and an overview of their background;• Availability of the proposed Account Manager and their role in relation to this contract; <p>If you are unable to meet the business relationship requirements, state alternative proposed.</p>	
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4.7 IMPLEMENTATION

<p>Detail how the implementation/installation/transition requirements will be met with minimum disruption to The Department's operations and personnel. Your response should include:</p> <ul style="list-style-type: none">• Areas of responsibility for the Participant, any other third parties and the Department;• Key deliverables and milestones for each party;• Timeline that meets the commencement date	
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4.8 HEALTH AND SAFETY

<p>Please provide a statement confirming that you, and your representatives and sub contractors will comply with the Health & Safety requirements detailed in section 3 of this RFP.</p> <p>Please also provide:</p> <ul style="list-style-type: none">• An outline of your company's current Health and Safety policy or plan and any other relevant information.	
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4.9 SUSTAINABILITY

<p>Please confirm how you will meet the sustainability requirements set out in section 3.</p>	
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<p>Include the following information:</p> <ul style="list-style-type: none">• Confirm your commitment to sustainable practices and provide evidence of changes you have undertaken in your workplace, or in the workplace of your clients, that promotes sustainability.• Provide details of your company's sustainability policy and practices• Confirm compliance with sustainability requirements and if unable to comply, please state why• Include a copy of your own business sustainability plan	
--	--

4.10 PRICING

<p>Your charges for the Services required must be provided as requested in this section and:</p> <ul style="list-style-type: none">• Quoted in New Zealand Dollars exclusive of GST.• Exclusions must be clearly identified• Any price concessions or discounts that you are able to offer the Department, and any conditions upon which you have made these available should be indicated.• The period for which the prices are fixed for and the pricing review processes practised by your organisation included; <p>Any assumptions must be stated.</p>	<p>A pricing schedule should be completed and submitted as a separate file.</p> <p>The Fee proposals should be articulated as fixed fee however clearly broken down to demonstrate where the costs are incurred throughout the project schedule and into two components: -</p> <ul style="list-style-type: none">• Lump sum fee estimating the work, broken down by hourly charges and rolled up into the phases/delivery schedule described by the Participant• Expected disbursements, with maximum totals for each phase, to deliver the project.
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DECLARATION (for completion)

The Participant offers to supply goods and services to the Department on the basis of this RFP, which if accepted in writing by the Department, will become the basis of the Contract to be entered into between the Participant and the Department.

We have read the RFP in full and agree to be bound by the Terms and Conditions set out in section 2 of the RFP together with all other conditions and requirements set out in the RFP and to continue to be bound whether or not our Proposal is accepted. We represent and warrant that we have not breached the Terms and Conditions, or any other conditions or requirements set out in the RFP.

The person signing this Proposal is authorised to make the commitments set out in this RFP Proposal on behalf of the Participant:

Name of person authorising this Proposal	
Title	
Signature	
Date	

5 WRITTEN CONTRACT

[See attachment – Independent Contract Agreement]

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Department of Conservation's Standard Terms and Conditions of Independent Contract

Version 1.8

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Department of Conservation
Te Papa Atawhai

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1. Definitions and Interpretation

1.1 Definitions

In this Agreement unless a contrary intention appears:

- “Agreement” means this document, together with the signed agreement, its schedules and annexures; and any Additional Documents specified in schedule 1.
- “Commencement Date” means the date specified as the Commencement Date in schedule 1.
- “Completion Date” means the date specified as the Completion Date in schedule 1.
- “Contractor” includes the contractor’s employees, contractors and agents.
- “Default interest rate” means 10% per annum above the official cash rate payable at the time the default commenced.
- “Department” means the Department of Conservation established by section 5 of the Conservation Act 1987.
- “Director-General” means the Director-General of Conservation or delegates or any person authorised in writing by the Director-General.
- “Disbursements” means the amount specified as Disbursements in Schedule 1.
- “Equipment, Facilities and Personnel” means any equipment, facilities and personnel to be provided by the Director-General to the Contractor as specified in schedule 1.
- “Fee” means the amount specified as the Fee in schedule 1.
- “Fee Instalments” means the amounts specified as the Fee Instalments in schedule 1.
- “Fee Payment Dates” means the dates specified as the Fee Payment Dates in schedule 1.
- “Intellectual Property” means any literary, dramatic, musical, or artistic work, data, information, reports and materials both hard copy and electronic copy produced during and as a result of carrying out the services and

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includes any patent or copyright in any property belonging to one or both Parties to this Agreement and arising out of the performance of the services under this Agreement.

- “Party” or “Parties” means the Director-General and/or the Contractor
- “Services” means the services to be performed by the Contractor as specified in schedule 2.
- “Site” means the place where the services are to be performed as specified in schedule 1.
- “Supervisor” means the person appointed by the Director-General under clause 4.6 and specified in schedule 1 to supervise the Agreement. The supervisor includes any replacement person appointed by the Director-General.
- “Tender Documents” means the documents that were issued to prospective tenders if tendering has taken place.
- “Term” means the period of time between the Commencement Date and the Completion Date during which this Agreement operates.
- “Working Day” means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the services are being carried out.

1.2 Interpretation

In this document and unless a contrary intention appears:

- (a) a reference to an enactment includes that enactment as amended or replaced from time to time whether before or after the date of this Agreement;
- (b) a reference to a schedule is a reference to a schedule forming part of this Agreement;
- (c) a reference to an Additional Document is a reference to a document appended to this Agreement that forms part of this Agreement;
- (d) whenever words which appear in this Agreement also appear in schedule 1 or schedule 2, those words mean and include the details appearing after them in schedule 1 or schedule 2, as the case may be;
- (e) words in a singular number include the plural and vice versa;
- (f) a reference to a Party includes that Party’s successors in title;
- (g) a provision of this Agreement to be performed by two or more persons binds those persons jointly and severally;

- (h) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of state or of the Crown (in each case whether or not having separate legal personality);
- (i) words importing a gender include all other genders;
- (j) unless expressly provided for in this Agreement, to the extent that there is any conflict or inconsistency between the documents comprising the Agreement, the documents are to have the following order of precedence:
 - (i) any amendments to the signed Agreement
 - (ii) the signed Agreement
 - (iii) schedules 1 and 2 to the signed Agreement
 - (iv) this document
 - (v) any Additional Documents.

2. Term

- 2.1 The Contractor will commence the Services on or after the Commencement Date and must complete the Services to the satisfaction of the supervisor by the Completion Date.

3. Obligations of the Contractor

3.1 Services

- 3.1.1 The Contractor is to perform the Services specified in schedule 2 at the site.

3.2 Duty of Care and Performance Standards

- 3.2.1 The Contractor must exercise reasonable skill, care and diligence in the performance of the Contractor's obligations under this Agreement in accordance with standards of skill, care and diligence normally practiced by suitably qualified and experienced contractors in performing services of the kind contemplated by this Agreement.

- 3.2.2 The Contractor must perform the services in accordance with:

- (a) the specifications and requirements contained in this Agreement; and
- (b) any approvals, consents, authorities, licences and permits obtained by the Director-General for the implementation and lawful completion of the services; and
- (c) all approvals, consents, authorities, licences and permits that the Contractor is required to obtain as specified in schedules 1 and 2.

3.3 Invoices

- 3.3.1 The Contractor must submit an invoice to the supervisor for each Fee Instalment on or after each Fee Payment Date.

3.4 Accounts

- 3.4.1 Where the services are carried out on a time-charge basis, and for all other

reimbursable costs, the Contractor must maintain up-to-date records, to a standard acceptable to the supervisor, which clearly identify relevant time and expenses incurred in providing the services to the Director-General.

3.5 Conflict of Interest

3.5.1 The Contractor must notify the Director-General of any interest the Contractor has which may conflict with the interests of the Director-General under this Agreement.

3.5.2 If the Contractor has notified the Director-General of any conflict under clause 3.5.1 the Contractor must inform the Director-General of the Contractor's conflict of interest procedures.

3.5.3 Where a dispute arises over the nature or extent of the conflict of interest or the Contractor's conflict of interest procedures clause 5.11 is to apply.

3.6 Health and Safety

3.6.1 The Contractor is to carry out the services (on the site if a site is specified in schedule 1) in a safe and reliable manner and must comply with:

- (a) the Health and Safety at Work Act 2015 and its regulations; and
- (b) all other statutes, regulations and bylaws;
- (c) all notices and requisitions of any competent authority; and
- (d) The Department's Workplace Drug and Alcohol Policy; and
- (e) any relevant codes of practice relating to the conduct of the services.

3.6.2 The Contractor must:

- (a) notify the Director-General of any natural events or activities on the site or the surrounding area which may endanger the public or the environment;
- (b) record and report to the Director-General all notifiable events (death, illness, injury or accident) within 24 hours of their occurrence and forward an investigation report within 3 days of the notifiable event occurring;
- (c) record and report to the Director-General all notifiable events as soon as possible after their occurrence

3.6.3 The Contractor must:

- (a) take all practicable steps to protect the safety of all persons present on or in the vicinity of the site and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Contractor's operations;
- (b) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the

Contractor is aware;

- (c) ensure that all contracts between the Contractor and any subcontractors contain, at a minimum, the same requirements as this clause 3.6.

3.6.4 The Contractor must:

- (a) Before commencing the services, if required by the Director-General in schedule 1, prepare a safety plan and, if required by the Director-General in schedule 1, have it audited by a suitably qualified person approved by the Director-General.
- (b) If a safety plan is required it must be complied with during the term and, as a minimum (unless otherwise directed in writing by the Director-General) must include details of the following:
 - (i) hazard management including methods and processes for hazard identification, assessment and control.
 - (ii) procedures for investigating, notifying and recording accidents and incidents as well as procedures for preserving accident scenes. Provision must also be made for reporting all accidents and incidents to the Director-General within 24 hours of their occurrence.
 - (iii) procedures for dealing with emergencies that enable the minimalisation of harm and damage by identifying possible emergencies, developing plans and providing emergency training for employees.
 - (iv) procedures for supplying information to the Contractor's employees, contractors and sub-contractors on hazard identification, monitoring and control.
 - (v) supervision and regular training (including safety training) for employees after assessing their competence, knowledge and experience.

3.6.5 If a safety plan is required to be audited, the Contractor must not commence the services until:

- (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the services; and
- (b) the Contractor supplies the Director-General with a copy of the safety plan certified under clause 3.6.5(a).

3.6.6 Receipt of the certified safety plan by the Director-General is not in any way to limit the obligations of the Contractor under clause 3.6 and is not to be construed as implying any responsibility or liability on the part of the Director-General.

3.6.7 The Contractor must:

- (a) be satisfied that facilities or equipment provided by the Director-General to enable the services to be carried out meet the safety requirements of the Contractor; and
- (b) comply with any safety requirements set by the Director-General; and

- (c) not bring onto the site or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the services; and if such material or equipment is required as part of the services, the Contractor must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

3.6.8 The Parties agree that clause 3.6 is of the essence. The Director-General may immediately suspend or terminate this Agreement if the Contractor breaches this clause 3.6.

3.7 Employment of Staff

3.7.1 The Contractor must ensure that the services are conducted at all times by a person or persons suitably trained and qualified to carry out the services.

3.7.2 The Contractor warrants that the Contractor has the required competencies and qualifications to perform the services and will ensure that any of the Contractor's employees or subcontractors undertaking work for the Contractor has the required competencies and qualifications or will be supervised by a person with the required competencies and qualifications.

3.7.3 The Contractor must comply with all statutes relating to employment of staff.

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4 **Obligations of the Director-General**

4.1 **Payment**

- 4.1.1 (a) The Fee for the services is specified in schedule 1.
- (b) The Fee is payable by the Director-General to the Contractor in the Fee Instalments, less any Retention Money, on or after the Fee Payment Dates specified in schedules 1 and 2 if the conditions specified in schedules 1 and 2 have been complied with to the satisfaction of the supervisor.
- 4.1.2 The Director-General must pay all amounts due to the Contractor in full by the 20th of the month following the date of a tax invoice or within such other time as may be agreed between the Parties if the conditions specified in schedules 1 and 2 have been met.
- 4.1.3 If the Contractor does not receive payment from the Director-General within the time stated in Clause 4.1.2 the Director-General must pay to the Contractor interest at the Default Interest Rate.
- 4.1.4 Interest is to be calculated on daily balances from the date 20 working days after the date of receipt of an invoice complying with Clause 4.1.2 to the date of payment of the account by the Director-General.

4.2 **Disputed Invoices**

- 4.2.1 If the Supervisor contests any item or part of an item in a tax invoice submitted by the Contractor, the Supervisor must give prompt notice of the dispute with reasons and must not delay payment on the remainder of the invoice.
- 4.2.2 Clause 4.1.3 applies to all contested amounts which are finally determined to be payable to the Contractor.

4.3 **Disbursements**

- 4.3.1 Disbursements actually and properly incurred by the Contractor in connection with the services will only be reimbursed to the Contractor if they are noted in schedule 1.

4.4 **Assistance to the Contractor**

- 4.4.1 The Director-General must co-operate with the Contractor and not interfere with or obstruct the proper performance of the services.
- 4.4.2 As soon as practicable the Director-General:
- (a) must make available free of cost to the Contractor for the purposes of the services the equipment, Facilities and Personnel described in schedule 1;
 - (b) must make arrangements to enable the Contractor to enter upon the site and other lands as necessary for the purposes of the services, unless otherwise stated in schedule 2;
 - (c) must obtain all approvals, consents, authorities, licences and permits which are required from governmental, territorial, statutory or other responsible authorities for the lawful implementation and completion of

the services, unless otherwise stated in schedule 1;

- (d) may, if the Director-General is unable to obtain any such necessary approvals, consents, authorities, licences and permits, or on terms acceptable to the Director-General, terminate this Agreement and the Contractor will have no right to compensation, damage or other claims against the Director-General.

4.5 Health and Safety

- 4.5.1 As a person conducting a business or undertaking (“PCBU”) to this Agreement the Director-General must comply with the responsibilities of a PCBU under the Health and Safety at Work Act 2015 including but not limited to, Part 2 of that Act, and its regulations.
- 4.5.2 The Director-General must specify in schedule 1 any hazards that are known to exist on the site, the significant hazards the Contractor is required to control, any other people present in the vicinity of the Site, or any other services being carried out in the vicinity of the site that may affect the Contractor and its sub-contractors and employees.
- 4.5.3 The Contractor is to make this information available to its sub-contractors before commencing the services.

4.6 Supervisor

- 4.6.1 The Director-General must appoint a supervisor and specify the name of that person in schedule 1.
- 4.6.2 If it becomes necessary to appoint a new supervisor the Director-General must, in consultation with the Contractor, appoint a new supervisor.
- 4.6.3 The supervisor must without undue delay:
 - (a) approve accounts for payment;
 - (b) inspect and approve the Contractor’s equipment;
 - (c) give consents;
 - (d) provide information;
 - (e) order variations;
 - (f) appoint other persons to assist in supervising the Agreement.
- 4.6.4 Decisions made by the supervisor bind the Contractor and the Director- General.

5 General Terms and Conditions

5.1 Independent Contractor, Deductions, Levies and Taxation

- 5.1.1 The Contractor is, in all respects, an independent contractor and not an employee of the Director-General.
- 5.1.2 Nothing expressed or implied in this Agreement is to be construed as constituting the Parties as partners or joint ventures.

- 5.1.3 The Director-General is not liable to pay in respect of the Contractor or any of the Contractor's employees any salaries, wages, overtime pay, extra emoluments, bonus payments, holiday pay, retiring allowances, redundancy payments or any other item of remuneration, or any sum reflecting increases in such remuneration arising out of employment contract negotiations.
- 5.1.4 Each payment made by the Director-General to the Contractor will be subject to all lawful deductions and withholdings; but the Contractor is liable for the Contractor's own tax liability including goods and services tax and for the Contractor's levies under the Injury, Prevention, Rehabilitation, and Compensation Act 2001.
- 5.1.5 In addition, and if appropriate, withholding tax, as provided by the Income Tax (Withholding Payments) Regulations 1979, will be deducted.
- 5.1.6 the Contractor will indemnify and keep indemnified the Director-General from any liability for taxation and any penalties or interest in that regard arising out of this Agreement.

5.2 Director-General's Directions

- 5.2.1 The Contractor must to comply with all reasonable notices and directions of the Director-General issued through the supervisor concerning the carrying out of the services by the Contractor.
- 5.2.2 The Contractor, at the Contractor's own cost, must make good any errors, omissions, defects, or faults in the services of which the Director-General notifies the Contractor in writing during the term or within 12 months following completion of the services.

5.3 Inspection

- 5.3.1 If a site is specified in schedule 1, the Contractor will be deemed to have visited and inspected the site before signing this Agreement.
- 5.3.2 The Contractor will be deemed to be satisfied as to the correctness of any plans, drawings or specifications included in this Agreement and be satisfied as to the Contractor's ability to properly complete the services and all duties, responsibilities and obligations under this Agreement.
- 5.3.3 (a) The Supervisor is entitled to inspect and approve any equipment the Contractor proposes to use to perform the services and all duties, responsibilities and obligations under this Contract.
(b) The Contractor must not use any equipment not approved by the Supervisor.
- 5.3.4 The Supervisor is entitled to inspect the site and the Contractor's place of work and operations at any time during the term. Such inspection must be facilitated by the Contractor, including the provision of information and the production of documents relevant to the Contractor's management of health and safety.

5.4 Liabilities, Indemnities and Insurance

Liability of the Contractor

- 5.4.1 The Contractor 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 Contractor 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 willful act, omission, breach, or default on the part of the Contractor in the performance of the services;
- (c) any failure by the Contractor to comply with any obligation imposed on the Contractor under this Agreement or by law.

5.4.2 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.

Limitation of Contractor's Liability

5.4.3 The Contractor has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from:

- (a) any errors in or omission from data, documents, or other information not prepared by the Contractor, the Contractor's employees or other personnel under the direct control of the Contractor;
- (b) any act or omission or lack of performance or any negligent or fraudulent act or omission by the Director-General, or any contractor or supplier to the Director-General, or any employee or agent of the Director-General.

5.4.4 The Contractor is only liable for loss or damage (including arising in contract or in tort) in respect of building works (as defined in the Building Act 2004) resulting from an act or omission if a claim is formally made on the Contractor before the expiry of 10 years from the completion of the services, whether or not the loss or damage has become apparent, or been suffered, within that period.

5.4.5 Despite anything else in clause 5.4 the Contractor is not liable for any indirect or consequential damage or loss howsoever caused.

Liability of the Director-General

5.4.6 The Director-General is not liable and does not accept any responsibility for damage to or interference with the Services or to any structures, equipment or facilities on the site or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 5.4.7, such damage or interference is caused by any willful act or omission of the Director-General, the Director-General's employees, agents or contractors. The Director-General is not liable for damage or losses resulting from the Director-General's transporting or arranging for the transportation of the Contractor, the Contractor's equipment or materials.

Limitation of Director-General's Liability

5.4.7 Despite anything else in clause 5.4 the Director-General is not liable for any indirect or consequential damage or loss howsoever caused.

5.4.8 Without prejudice to or in any way limiting its liability under clause 5.4 the Contractor if required in writing by the Director-General must take out and keep in force during the term:

- (a) A policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of the Contractor's use of the site or its conduct of the services on the site and covering:
 - (i) general indemnity for a sum not less than the amount specified in schedule 1; and
 - (ii) statutory liability for the amount specified in schedule 1; and
 - (iii) A policy of professional indemnity insurance for the amount specified in schedule 1 until such time as liability ceases under the Limitation Act 1950, or where the services are in respect of a building work as defined in the Building Act 2004 until such time as liability ceases under clause 5.4.4 (collectively the "Limitation Period"). Alternatively, at the option of the Director-General, the Contractor may provide relevant cover by means of a bond in an equivalent amount; and
 - (iv) such other policy or policies of insurance against any other liability and for such other sums which the Director-General specifies in Schedule 1.

5.4.9 A breach by the Contractor of any of the provisions of clause will entitle the Director-General immediately to terminate this Agreement.

5.4.10 With respect to clause 5.4.8 the Contractor must, before commencing the services, provide to the Director-General a certificate(s) of insurance from the Contractor's insurer confirming:

- (a) the type of cover held;
- (b) the amount of cover held;
- (c) the date of expiry of the cover.

5.4.11 The Contractor must provide to the Director-General the same information required under clause 5.4.10 on a renewal of any policy of insurance if that renewal occurs during the term.

5.4.12 For purposes of clause 5.4, "Contractor" includes, unless the context otherwise requires, the Contractor's employees, agents, contractors, clients and invitees.

5.5 Protection of the Environment

5.5.1 Except as specified in schedule 2 or otherwise approved in writing by the Director-General the Contractor will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the site; or
- (b) bring any plants, animals, or firearms on to the site; or

- (c) deposit on the site debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the site; or
- (d) pile or store materials in any place on the site where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the site.

5.5.2 The Contractor will keep the site in a clean and tidy condition.

5.5.3 The Contractor must make adequate provision for the disposal of all refuse material and must comply with the reasonable directions of the Director-General in regard to this matter.

5.5.4 The Contractor must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the services or from any act or neglect of its employees, contractors, invitees or agents;
- (b) not light or permit to be lit any fire on the site without the written permission of the supervisor as specified in schedule 1. If permission is given the following provisions are to apply:
 - (i) the Contractor may light or use at a campsite a fire in the open air if the fire is an approved camp fire and is fueled by dead wood only;
 - (ii) an approved camp fire is any fire lit for the purpose of camping, cooking, comfort or warmth;
 - (iii) an approved camp fire may not be lit:
 - within 3 metres of a tree or place underneath overhanging vegetation;
 - within 3 metres of a log or dry vegetation;
 - unless the Contractor clears all combustible material away from around the base of the approved camp fire before lighting it;
 - where there are notices or other advertising limiting the lighting of fires to a particular receptacle or to a particular place;
 - during a prohibited fire season;
 - (iv) for the purpose of this paragraph “open air” has the same meaning ascribed to it in the Fire and Emergency New Zealand Act 2017;
- (c) not store or permit to be stored fuels or other combustible materials on the site without the written permission of the supervisor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996 and the Fire and Emergency New Zealand Act 2017;

- (d) comply with the supervisor's requirements for fire warning, safety equipment and for firefighting equipment to be kept on the site at all times the Contractor must ensure that its employees, contractors, sub-contractors and invitees do not carry out any acts prohibited under clause 5.5.

5.5.5 the Contractor must:

- (a) immediately report to the supervisor any act in contravention of clause 5.5, and any offence under the Fire and Emergency New Zealand Act 2017, and wherever possible the names and addresses of any person carrying out such acts; and
- (b) must provide the supervisor with details of the circumstances surrounding such incidents.

5.6 Sustainability Requirements

5.6.1 The Contractor must:

- (a) if required by the Director-General in schedule 1 clause 17 provide a Sustainable Business Plan; and
- (b) comply with any sustainable business practices specified in schedule 2.

5.6.2 If the Contractor is required to provide a Sustainable Business Plan, the Contractor must include such of those details as are relevant to the type of service set out in schedule 2.

5.6.3 If, due to the unavailability of specified items (including products, materials, or supplies), the Contractor is unable to comply with the sustainable business practices specified in schedule 2, it must take all reasonable steps to replace such specified items with similar items in order to complete the practices specified. The Contractor must notify the Director-General immediately if it is unable to do so.

5.7 Compliance

5.7.1 The Contractor will comply where relevant with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the site or affecting or relating to the services, including any bylaws made under the Reserves Act 1977 or the National Parks Act 1980.

5.7.2 The Contractor must comply with all conditions imposed by the Director-General in granting this Agreement whether expressed or implied.

5.7.3 (a) A breach or contravention by the Contractor of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Agreement.

(b) A breach or contravention by the Contractor of any Legislation affecting or relating to the site or affecting or relating to the services will be deemed to be a breach of this Agreement.

5.8 Confidentiality

- 5.8.1 Any Intellectual Property generated as a result of carrying out these services is confidential and may not be used by anybody, including the Contractor, or be disclosed to any person (not being a party to this agreement) without the written consent of the Director-General.
- 5.8.2 The Director-General's consent is to be at their sole discretion but will not be unreasonably withheld.
- 5.8.3 Where the Director-General approves the disclosure of Intellectual Property to another party under clause 5.8.1, the Contractor must, unless the Director-General specifies otherwise, require that party to enter into a covenant of confidentiality similar to the terms set out in clause 5.8.1.
- 5.8.4 Both Parties acknowledge that any information supplied by one Party to the other is subject to the provisions of the Official Information Act 1982.
- 5.8.5 The Contractor must refer to the Director-General any enquiry under the Official Information Act 1982 relating to this Agreement and must comply, where necessary, with the statutory obligations under that Act.
- 5.8.6 The Contractor must not release public or media statements or publish material related to the services without the Director-General's prior written approval.

5.9 Intellectual Property

- 5.9.1 The rights to ownership of any Intellectual Property produced as a result of carrying out the services are, subject to any written agreement to the contrary, to vest in and remain the property of the Crown acting through the Director-General.
- 5.9.2 Intellectual Property discovered by the Contractor during the course of, but not related to, the services, or discovered through activities in a similar work on behalf of and funded by other clients, or pre-existing Intellectual Property owned and used by the Contractor or acquired by the Contractor from third parties is excluded from this Agreement.

5.10 Assignments and Sub-Contracts

- 5.10.1 Each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect to all obligations and liabilities of this Agreement.
- 5.10.2 Neither Party may assign, sublet or transfer any substantial right or obligation under this Agreement without the written consent of the other Party, which consent must not be unreasonably withheld.
- 5.10.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment releases or discharges the assignor from any obligation under this Agreement.
- 5.10.4 The Contractor must not, without the written consent of the Director-

General, which consent is not to be unreasonably withheld, initiate, vary or terminate any sub-contract for performance of all or part of the services.

5.10.5 The Parties agree that the sale or transfer of any of the shares in the capital of the Contractor is deemed to be an assignment for the purposes of this Agreement.

5.11 Dispute Resolution and Arbitration

5.11.1 No Party to this Agreement may commence any court or arbitration proceedings relating to any dispute arising out of this Agreement (including any dispute as to the validity, breach, or termination of this Agreement or as to any claim in tort, equity or under any statute) unless that Party has complied with the following paragraphs of this clause.

Negotiation

5.11.2 If either Party claims that a dispute has arisen under or in relation to this Agreement that Party must give written notice to the other Party specifying the nature of the dispute.

5.11.3 Upon receipt of such notice by the other Party, both Parties to this Agreement must:

- (a) co-operate and use their best endeavours to resolve the dispute expeditiously; and, in particular,
- (b) submit, within 14 days of receipt of such notice, the dispute to a facilitator who will have responsibility for overseeing the negotiations between the Parties and holding documentation relevant to the negotiations.

5.11.4 The facilitator is to be appointed by the Parties and, in the event of disagreement, the appointing authority is to be the Chair for the time being of Resolution Institute.

5.11.5 The costs of the facilitator are to be shared equally between the Parties.

5.11.6 If the Parties are unable to resolve the dispute by negotiation within 14 days of submission to a facilitator the matter is to be referred to mediation on 5 days' notice by either Party.

Mediation

5.11.7 The mediation is to be conducted in terms of the Resolution Institute Standard Mediation Agreement (New Zealand version).

5.11.8 The mediation is to be conducted by a mediator at a fee agreed by the Parties. Failing agreement between the Parties, the mediator is to be selected and the mediator's fee is to be determined by the Chair for the time being of Resolution Institute.

5.11.9 Any costs of the mediation are to be shared equally.

5.11.10 The mediator is not to be the same person as the facilitator.

Urgent Interlocutory Relief

5.11.11 A Party who seeks urgent interlocutory relief may, by written notice to the other Party to the dispute, elect not to comply with the provisions of 5.11.1 to 5.11.4 but only to the extent of the relief sought and for the period required to dispose of the application for such interlocutory relief. Except to that extent, on the disposal of the application, the provisions of clauses 5.11.1 to 5.11.6 inclusive are once again to take effect.

Arbitration

5.11.12 In the event that the dispute has not been settled within 42 days or such other period as agreed to in writing between the Parties after the appointment of the mediator the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

5.11.13 The arbitrator must not be the same person as the mediator and, in the event of disagreement:

- (a) the appointing authority is to be the President of the New Zealand Law society;
- (b) the number of arbitrators is to be one;
- (c) the place of arbitration is New Zealand.

5.11.14 Any costs of the arbitration are to be shared equally unless the arbitrator determines otherwise.

512 Power to Remedy Default

5.12.1 The Director-General may elect to remedy at any time, after giving notice, if practicable, any default of the Contractor under this Agreement.

5.12.2 All reasonable costs and expenses, including legal costs and expenses as between solicitor and client incurred by the Director-General in remedying or attempting to remedy such default must be paid by the Contractor to the Director-General on demand or are to be recoverable by the Director-General by deduction from the next instalment together with interest at the Default Interest Rate.

513 Suspension or Termination of Services

Frustration

5.13.1 A party must promptly notify in writing the other party of any event which:

- (a) is beyond the control of either party; and
- (b) is neither directly nor indirectly caused by either party; and
- (c) prevents the performance of the services (in whole or in part) or makes it impossible for a party to carry out in whole or in part its obligations under this Agreement.

5.13.2 If the Contractor has given notice under clause 5.13.1 because certain or all of the

services are unable to be carried out, the supervisor may extend the time for completion under clause 5.15.

5.13.3 If there is a reasonable likelihood that the services will not be able to be recommenced, or that the obligations under the Agreement will not be able to be performed, the Party giving notice under clause 5.13.1 may subject to clause 5.13.7 terminate the Agreement.

5.13.4 Provided the Contractor otherwise complies with all the terms of this Agreement the Director-General will pay the Contractor any additional fee necessary to allow the services or agreed portion of the services to be completed under clause 5.15.

Termination by the Director-General

5.13.5 The Director-General may, by way of written notice to the Contractor, terminate this Agreement or suspend all or part of the services, if:

- (a) the Contractor breaches any term of this Agreement; or
- (b) the Contractor breaches any term of this Agreement; and
 - (i) the Director-General considers the breaches capable of rectification by the Contractor; and
 - (ii) the Director-General by way of written notice to the Contractor specifies how the Contractor shall rectify the breach and the time period permitted for rectification; and
 - (iii) the Contractor fails or refuses to rectify the breach in the manner or in the time period specified by the Director-General; or
- (c) the Contractor ceases to conduct the services or, in the opinion of the Director-General, the services provided by the Contractor are manifestly inadequate; or
- (d) the Contractor is convicted of an offence, under the Conservation Act 1981 or any of the Acts listed in the First schedule to that Act, or under any other Act, or any regulations made under those Acts;
- (e) the Contractor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Contractor is made subject to a Writ of sale or charging order; or the Contractor ceases to function or operate; or

5.13.6 The Director-General may terminate this Agreement or suspend all or any part of the services immediately if there is, in his or her opinion, a permanent risk to public safety or the environment whether arising from the conduct of the services or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any default by or breach of the terms of this Agreement on the part of the Contractor.

5.13.7 If the Director-General suspends all or part of the services or terminates the Agreement by notice in writing to the Contractor the Contractor must

immediately make arrangements to stop the services and minimise further expenditure.

- 5.13.8 The Director-General may exercise the Director-General's right under this clause to terminate the Agreement notwithstanding any prior waiver or failure to take action by the Director-General or any indulgence granted by the Director-General for any matter or default.

Termination by the Contractor

- 5.13.9 The Contractor may, by notice of at least 20 working days, terminate the Agreement or, at the Contractor's discretion and without prejudice to the right to terminate, the Contractor may suspend or continue suspension of performance of the whole or part of the services:

- (a) when 20 working days after the due date for payment of any tax invoice the Contractor has not received payment of that part of it which has not by that time been contested in writing; or
- (b) when the services have been suspended under either clause 5.13.1 or 5.13.6 and the period of suspension has exceeded 6 calendar months, or it is clear to the Contractor that it will be impossible or impractical to resume the suspended services before the period of suspension has exceeded 6 months.

Payment Due Upon Suspension or Termination

- 5.13.10 Where the services are suspended or terminated and the Contractor is not in default the Contractor is entitled to pro rata payment for the services carried out and Disbursements reasonably incurred and owing under this Agreement as a result of the suspension or termination, except that all amounts payable to the Contractor are not to exceed the Fee and the Disbursements.

- 5.13.11 Where the services are suspended, or terminated due to the default of the Contractor, the Contractor must indemnify the Director-General in respect of the loss or damage arising from the default with the intent that the total cost to the Director-General of having the services completed will be no more than the sum of the Fee and Disbursements.

Rights and Liabilities of the Parties

- 5.13.12 Suspension or termination of the Agreement does not prejudice or affect the accrued rights or claims and liabilities of the Parties.

514 Variations

5.14.1 The supervisor may by notice in writing (called a "Variation") to the Contractor vary the services by:

- (a) increasing or decreasing the quantity of the services;
- (b) omitting any services;
- (c) changing the character or quality of any materials used;
- (d) requiring additional services to be completed.

5.14.2 The Contractor must carry out and comply with a Variation ordered by the supervisor under this clause.

5.14.3 The Parties must determine the value of the Variation and any alteration to the time period of this Agreement by agreement prior to commencement of the services required by the Variation.

5.14.4 The value is to be on the basis of a percentage of the increase in the costs of completing the services required by the Variation, or if such an amount is not appropriate, an hourly rate or amount calculated in such other manner, as agreed in writing between the Parties before commencement of the services required by the Variation.

5.14.5 In determining the value the Parties are to have regard to the original time period for the services, the original contract price for the services and such other matters as the Parties consider relevant.

5.14.6 If the Parties are unable to agree on the value of the Variation the matter is to be resolved under clause 5.11.

515 Extensions of Time

5.15.1 The supervisor must grant an extension of time for completion of the services if the Contractor is fairly entitled to an extension by reason of:

- (a) the net effect of any Variation; or
- (b) weather sufficiently inclement to interfere with the progress of the services; or
- (c) any strike, lockout, or other industrial action; or
- (d) the late supply by the Director-General of any materials, services or work; or
- (e) any circumstances not reasonably foreseeable by an experienced contractor at the time of tendering and not due to the fault of the Contractor; or
- (f) delay, other than due to the fault of the Contractor, in the supply from overseas of materials or plant expressly required by the Agreement to be imported into New Zealand; or

- (g) delay, other than due to the fault of the Contractor, arising from environmental objection or community opposition or political decision; or
- (h) vandalism or accident that is beyond the reasonable control of the Contractor; or
- (i) any breach of contract or act or omission by the Director-General or any other person for whose acts and omissions the Director-General is responsible.

5.15.2 The Supervisor is not bound to grant an extension of time unless the Contractor notifies the Supervisor within 20 working days of the circumstances giving rise to the claim for extension of time that:

- (a) a claim is to be made; and
- (b) the grounds for the claim; and
- (c) details of the claim.

5.15.3 The Supervisor must, within 20 working days of receipt of a claim for an extension of time:

- (a) determine whether or not the Contractor is fairly entitled to an extension of time; and
- (b) notify the Contractor of the decision.

5.15.4 Where extensions of time for completion have been granted, the Supervisor may require the Contractor to employ additional resources in order to accelerate progress and reduce delay. Any such requirement will be a Variation.

5.16 Damages for Late Completion

5.16.1 Where provided in schedule 1, liquidated damages will be paid by the Contractor to the Supervisor for the period between the Completion Date and the date on which the services are actually completed. The Supervisor may deduct the amount of the Liquidated Damages from any monies payable to the Contractor under this Agreement or recover the amount from the Contractor as a debt due.

5.17 Offences

5.17.1 Where any breach of this Agreement by the Contractor also constitutes an offence under the Conservation Act 1987, any of the Acts listed in the First schedule to that Act or the Resource Management Act 1991:

- (a) no waiver or failure to act by the Director-General under this Agreement precludes the Director-General from prosecuting the Contractor; and
- (b) no failure by the Director-General to prosecute the Contractor precludes the Director-General from exercising the Director-General's remedies under this Agreement; and
- (c) any action of the Director-General in prosecuting the Contractor does not preclude the Director-General from exercising the Director-General's

remedies under this Agreement.

518 Consumer Guarantees Act

5.18.1 The Parties agree that the services are required for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.

519 Changes in Legislation

5.19.1 If, after the date of this Agreement, the cost or duration of the services is altered as a result of changes in, or additions to, any statute, regulation or bylaw, or in the requirements of any authority having jurisdiction over any matter in respect of the services, the Fee and time for completion are to be adjusted in order to reflect the impact of those changes.

520 Notices

5.20.1 Any notice to be given under this Agreement by one Party to the other is to be in writing and made by personal delivery, by pre-paid post, email or by facsimile addressed to the receiving Party at the address or facsimile number set out in schedule 1.

5.20.2 A notice given in accordance with clause 5.20.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of a letter, on the third working day after posting;
- (c) in the case of facsimile, on the date of dispatch;
- (d) If sent by email at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error

521 Entire Agreement

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

522 Waiver

5.22.1 Failure or neglect by the Director-General to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of the Director-General's rights under it; and does not affect in any way the validity of the whole or any part of it or prejudice the Director-General's rights to take subsequent action.

523 Severability

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

524

Survival

5.24.1 Clauses 5.4 (Liabilities, Indemnities and Insurance), 5.8 (Confidentiality), and 5.20 (notices) survive the termination of this Agreement.

525

Special Conditions

5.25.1 Any special conditions agreed between the Parties are set out in schedule 2.

5.25.2 The standard conditions in this Agreement must be read subject to any special conditions.

Released under the Official Information Act