

Crown Pastoral Land Tenure Review

Lease name : HUXLEY GORGE I & II

Lease number : PT 106/ PT 139

Preliminary Proposal- Part 2

A Preliminary Proposal is advertised for public submissions as per
Section 43 of the Crown Pastoral Land Act 1998.

The report attached is released under the Official Information Act 1982.

April

14

SCHEDULE 1

1. **Land:** Conservation area of 13,057 hectares approximately on the Neumann Range being part of _____ situated in the Land District of Canterbury and shown on the plan attached to the Proposal as CA1, CA2 and CA3 being shaded pink and herein referred to as the Land.
(see definition of Land in clause 1.1)
2. **Concession Activity:**
 - (A) Tourism Concession (CA1, CA2 and CA3);
The use of the Land for the purpose of the business of:
 - Guided; walking, tramping, climbing, mountaineering, rock climbing, mountain biking, horse trekking, ATV and 4WD touring, fishing, camping, commercial ground based hunting,.
 - Scenic snow landings.
 - Heli-landings for the purposes of positioning recreationists and commercially guided groups.
 - Heli-landings for the drop off and/or pick up of heli-hiking, heli-biking and heli-fishing clients.
3. **Term:** (A) Tourism Concession;
20 years commencing on the day of registration of an approved plan affecting Certificate of Title xxxxxxxx (Canterbury Registry).
3. **Renewal:** (A) Tourism Concession; No right of renewal
5. **Expiry Date:** (A) Tourism Concession: 20 years after the inception of the concession.
6. **Concession Fee:**
 - (a) (i) Tourism Concession fee: \$10.00 + GST per person per full day activity, \$5.00 +GST per person per half day activity.
 - (ii) Heliskiing fee: \$26 + GST per person per day.
 - (iii) Irregular landing fee: \$15 + GST per person landed.
(see clause 4)
 - (b) Administration Fee: \$500.00 per annum + GST
(see clause 4)
7. **Concession Fee Payment Date:** Calculation and payment of concessions activity fee owing for the preceding year due in arrears yearly from the commencement date. The concessionaire is to supply client activity return forms and declaration of fees form attached as Schedule 3.
(see clause 4)
8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate.
(see clause 4.2)

9. **Concession Fee Review Date:** Every three years from the commencement date. *(see clause 6)*
10. **Public Liability General Indemnity Cover:** for \$2,000,000 *(see clause 15.3)*
11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000 *(see clause 15.3)*
12. **Statutory Liability:** \$500,000 *(see clause 15.3)*
13. **Other Types of Insurance:** NIL *(see clause 15.3)*
- Amounts Insured for Other Types of Insurances:** NIL *(see clause 15.3)*
14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required as per Clause 16 (Environmental Monitoring and Land Rehabilitation) of the concession document. *(see clause 16)*
15. **Address for Notices:** *(see clause 19)*

(a) Grantor

Conservator
Department of Conservation
Private Bag 4715
CHRISTCHURCH
Ph (03) 371-3700
Fax (03) 365-1388

(b) Concessionaire

Huxley Gorge Limited
Directors: Ken Wigley and Jane Wigley

Registered Office:

SCHEDULE 2

Special Conditions

(A) General Conditions: (to apply to CA1, CA2 and CA3 as outlined in Item 1 of Schedule 1).

1. The public have unrestricted access rights to the Land. The Grantor may erect signposts and mark the access routes through the Land for the benefit of the public.
2. The Concessionaire may use the Dodger Hut and Erceg Hut, situated on the Land, for accommodation associated with the concession activities. Such use will be on an equitable basis in conjunction with other visitors to the Land. The huts are to be maintained by the Grantor.
3. The Grantor will have no obligation to maintain any of the tracks within the Land. The Grantor shall have all rights and powers whether on the track or necessarily adjacent thereto to take all reasonable steps to repair and maintain the tracks to a standard suitable for Conservation management use and public pedestrian access. The Concessionaire may maintain any existing 4WD tracks within the Concession area. Maintenance of existing 4WD tracks is to be done in consultation with the Twizel Te Manahuna Area Manager.
4. The Concessionaire shall actively promote and, by all practicable means, cause all clients to adhere to the attached Environmental Care Code and the Water Care Code at all times. (Schedule 4)
5. Before commencing any of the Concession Activities, the Concessionaire must prepare a safety plan and have it audited, pursuant to Clause 11.0 of this Licence.
6. The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaire safety plan is current and operational. If the evidence provided by the Concessionaire is not satisfactory to the Grantor, the Concessionaire shall (at the Concessionaires expense) provide the Grantor with a recently completed audit (no more than 30 days old) of the safety plan.
7. The Concessionaire must report all incidents and accidents of what so ever nature and whether or not the subject of an official search and rescue operation to the Grantor. At the request of the Grantor the Concessionaire must supply a report in writing of any inquiry into the cause of an incident, or accident, and if in the opinion of the Grantor the inquiry reveals that a reasonable standard of safety was not maintained and/or the Concessionaire, their servants, or employees or agents were negligent then the Grantor may determine this concession. The Concessionaire must at the request of the Grantor make available any employee, servant or agent who in the opinion of the Grantor might assist in any such enquiry.
8. The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the said helicopter landings and shall be held vicariously liable for any breach, non-observance or non-performance of any of the conditions herein contained or implied caused by any act or omission of the Concessionaires servants or invitees.
9. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
10. If in the opinion of the Conservator, Canterbury, excessive impact (including visual and noise impact) is occurring to any part of the area to which this permit applies, the Concessionaire shall modify the method of operation to the satisfaction of the Conservator, to avoid, remedy or mitigate the adverse effects. The Grantor shall have the right to amend the conditions of this licence to reflect any such modification to methods of operation, including the location and the maximum numbers of landings permitted.
11. On the 5th, 10th, 15th, 20th and 25th anniversary of the signing of this concession, a review may be undertaken based on the Concessionaire's Activity Returns. If it is determined from the Concessionaire's Activity Returns that the full allocation of their concession is not being used, the Grantor reserves the

right to review the allocation quota of the Concessionaire and amend the Concession document accordingly (using the following formula: maximum number of trips guided/landings undertaken in any of the preceding five years of the concession plus 4.5% (compounding) for each of the next five remaining years of the concession). In the same way, the Department may at this time consider a variation to the concession to increase numbers if demand is demonstrated and effects of any increase can be remedied, mitigated or avoided.

12. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngāi Tahu cultural information. If the concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.

Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:

- (a) *the contact details of the relevant Papatipu Rūnanga, and;*
- (b) *the relevant Topuni information.*

13. The Concessionaire and any persons employed by the Concessionaire are requested to recognize and provide for Ngāi Tahu values in the conduct of their activities.
14. The Concessionaire shall, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to concessionaires, which will include the Ngāi Tahu values associated with Tōpuni areas.
15. If sites of cultural or historical significance are located during the Term, the Grantor reserves the right to prohibit or restrict any Concession Activity relating to those sites.
16. The Grantor shall be entitled to send any officer of the Department of Conservation on any of the Concession Activities to assess their impact on conservation values, and compliance with terms and conditions of this Licence. The costs of such assessment are recoverable from the Concessionaire.
17. This Concession does not confer any right for the Concessionaire and clients to take any part or parts of any indigenous plant on any land administered by the Department of Conservation
18. The Concessionaire shall ensure that all human waste, that cannot be disposed of in the already existing toilet facilities, is buried a minimum of 50 metres away from water source and courses.
19. The Grantor reserves the right to apply restrictions on the Concession Activity of the Concessionaire, or withdraw all or part of the Land or Concession Activity approved, if in the opinion of the Grantor the Concession Activity granted is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor. The concessionaire shall not be entitled to any compensation in the event of such action being taken.
20. The Concessionaire and their clients shall remain on formed tracks or well-used routes where these facilities have been designed to protect the natural and historic features of the land at all times. All safety signs must be adhered to at all times.
21. The Concessionaire shall ensure that in relation to camping activities;
- a. Informal camping must ensure minimum impact is caused to the campsite. Existing campsites shall be used in preference to new sites.
 - b. Campsites (designated or informal) are not to be used for more than two consecutive nights.
 - c. Permanent or semi-permanent structures are not to be erected at any formal or informal campsite.
22. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 3, six monthly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where the activities have occurred using the catchment locations provided by the Department. This can be by grid references, GPS points or a physical description. or marked on the attached map This will help the Department with planning for the area.

23. The Concessionaire must comply with the Didymo prevention and cleaning protocols as set out in Schedule 5 after contact (including equipment, boats, clothing and other items) with any waterway.

Tourism Activities: (to apply to CA1, CA2 and CA3 as outlined in Clause 1 of Schedule 1).

(B) Guided Ground Based Hunting Conditions:

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	5		4	

2. The Concessionaire is to limit the party size to the maximum party size (**including guide**) identified in the table above.
3. The Grantor will be responsible for controlling the thar numbers on the Land. The thar numbers are to be maintained at a level that is in keeping with current DOC policies on thar number control. The Grantor reserves the right to monitor the thar numbers from time to time as they consider appropriate and if numbers are not at an acceptable level the Grantor reserves the right to bring the numbers down to a figure that is appropriate to current control policies.
4. The Concessionaire shall not guide any hunting party in the concession area without having first obtained hunting permits to cover all members of the specific hunting party.
5. The Concessionaire shall pay, as a charge additional to the concession fee, all standard hut fees for all members of the Concessionaire's party for the use of any hut.

(C) Guided Walking, and Tramping, Conditions: (to apply to CA1, CA2 and CA3 as outlined in Clause 1 of Schedule 1).

Conditions:

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	15	260	5	

2. The Concessionaire is to limit the party size to the maximum party size (**including guide**) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.

(D) Guided Climbing and Rock Climbing Conditions: (to apply to CA1, CA2 and CA3 as outlined in Clause 1 of Schedule 1).

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (**including guide**) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. The Concessionaire is to ensure that there is no brushing or preparing of any rock surfaces.
5. The Concessionaire is to ensure that any cracks, clefts or other hollows or depressions in the rock surface that support vegetative growth are not cleaned out or “gardened”.
6. The Concessionaire is to ensure that rock bolts are not placed on new climbing routes and existing bolts are not replaced.
7. The Concessionaire is to ensure that minimal trampling of plants at rock bases occurs.
8. The Concessionaire is to ensure all equipment is removed from the area.

(E) Guided Mountaineering Conditions: (to apply to CA1, CA2 and CA3 as outlined in Clause 1 of Schedule 1).

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (**including guide**) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. All persons employed to conduct high guiding activity will only take clients out on routes on which they are suitably qualified or experienced to do so.

(F) Guided Mountain Biking Conditions: (to apply to CA1, CA2, and CA3 as outlined in Clause 1 of Schedule 1).

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (**including guide**) identified in the table above.
3. The Grantor reserves the right to request further or different activity related information in order to best monitor and determine any effects of the Concession Activity on the Land.
4. The Concessionaire shall ensure that mountain bikes avoid wet and swampy areas.
5. The Concessionaire shall ensure that mountain bikes remain on formed tracks where possible and conform to the mountain bike code of conduct (Schedule 6). If the party size is larger than eight, the party shall split into two groups of no more than eight people per group with a 15-30 minute gap between groups on the tracks.

(G) Guided Horse Trekking Conditions: (to apply to CA1, and CA2 as outlined in Clause 1 of Schedule 1).

1. The activity is limited to the following;

DOC Facilities (eg huts) or informal campsites	Max. Party Size (incl. guides)	Frequency of Use (trips) per Year	Max. number of trips per week	Duration of visit (half or full days?)
	8		2	

2. The Concessionaire is to limit the party size to the maximum party size (including guide) identified in the table above.
3. The Concessionaire shall limit the number of horses transporting party members on any one guided trek to eight (including guide's horse) at a time.
4. The Concessionaire shall in respect to horse management:
 - a. Ensure that horses eat cooked feeds/grains or other treated hard feed during the two days before entering the Land so as to minimize the risk of weed seed spread or the Concessionaire shall take all practical steps to ensure that horse food originates from the Concessionaire's property and does not contain any weed seeds not already in the area.
 - b. Ensure horses' hooves are cleaned before being transported to the land.
 - c. Ensure horse manure is scattered so as not to create a nuisance for other users of these areas. Manure should not be scattered onto river beds or waterways, wetlands and tarns or any other unmodified or sensitive ecosystem.
 - d. Ensure horses are discouraged from grazing on native foliage whilst on the Land.
 - e. Ensure horses are fed from nose-bags if they need feeding whilst on the Land.

- f. Ensure horses stay on designated tracks and roads at all times.
- g. Ensure that wet weather trekking is avoided in order to minimize track and road damage.
- h. Ensure that horses are tethered or penned away from accommodation buildings so that flies and manure do not create a nuisance.
- i. Ensure that horses avoid wet and swampy areas.

(H) Guided Fishing Conditions:

1. The Concessionaire shall limit party size, including guides, to **4 people per trip**.
2. The Concessionaire shall ensure that all guides and clients hold all applicable licences, (including NZ Fish and Game Licences) and all other permissions that are required to be held.
3. The Concessionaire is to ensure that fish waste of any fish killed is disposed of well away from any water bodies.
4. The Concessionaire is not to target any indigenous fish species and shall immediately release any indigenous fish species that are caught.
5. The Concessionaire shall ensure guides record any sightings of indigenous fish and shall forward these records to the closest Department of Conservation Office.
6. The Concessionaire shall ensure that footwear and waders worn on the Land or any water within the Land are cleaned prior to entering the Land to avoid the transportation of weeds and plant seeds.
7. The Concessionaire shall ensure that guides and clients show courtesy and consideration to other users of the Land at all times. Fishing areas shall not be monopolized or used in a manner that would detract from the enjoyment of other visitors.
8. The Concessionaire shall not, during the nesting season for riverbed dwelling birds, use any river bed that is administered by the Department for vehicle access other than on a formed vehicle track.
9. The concession is for the fishing of “sports fish” only, as listed in Fish and Game New Zealand’s *Sports Fishing Regulations Guide*.
10. The Concessionaire shall comply with all restrictions, regulations or guidelines issued by Fish and Game New Zealand.

(I) Aircraft Landing conditions for irregular/regular positioning of recreationists or commercially guided groups (including heli-hiking, heli-biking and heli-fishing):

1. The Concessionaire shall not land within 250m of any hut where possible.
2. The Grantor may close access to any part of the Land for management purposes on a temporary basis, and shall give notice in writing to the Concessionaire prior to the temporary closure. The Concessionaire shall not land at any site that has been closed under this clause until given notice in writing by the Grantor that the temporary closure has been lifted.
3. The concessionaire shall submit activity return forms which clearly illustrate where the landings were made e.g. grid reference or GPS points, and declaration of fees form, attached as Schedule 3 on a six monthly basis or on demand as requested by the Department.
4. This concession does not confer on the concessionaire or their agents, employees, invitees or clients the right to use huts or other public facilities on the conservation area in priority to any other legitimate users of the conservation area.

5. The concessionaire must avoid, where possible, overflying tramping routes, tracks and other visitor facilities.
6. The concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the conservation area.
7. All helicopter operations under this licence shall be in compliance with Civil Aviation Authority regulations.
8. The helicopters to be operated are restricted to the following type and model of aircraft _____ unless otherwise approved in writing by the Grantor or the Grantor's nominee thereof.
9. The concessionaire must advise any of their clients or invitees that are anglers or hunters that they require a valid hunting permit or fishing license to conduct their activities on public conservation land.
10. The concessionaire requires a wild animal recovery concession for transporting wild animal products issued under the section 22 of the Wild Animal Control Act 1977 in accordance with Part 3B of Conservation Act 1987.
11. The Concessionaire shall not carry underslung loads into Public Conservation Lands. Sling loads (for example deer or thar shot by recreational hunters) may be removed from the Land.
12. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
13. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Conservation Area.
14. The Concessionaire must possess a current Civil Aviation Authority Air Operator Certificate, or Transitional Air Operator Certificate (Air Service Operations), as appropriate, as well as appropriate airworthiness certificates for all aircraft used, pursuant to Clause 11 of this concession. Before commencing this activity, copies of these certifications must be submitted to the Grantor.
15. Safety and survival equipment is to be carried at all times to the standards of the licensee's Flight Operations manual and as specified by CAA regulations.

SCHEDULE 3
Client Activity Return Form
Month/Year/.....

Supplying this information to the Department not only helps us to collect the fees for your activity, more importantly it helps us to understand the visitor use patterns and trends on public conservation lands. This information is critically important and helps us to manage the effects of all activities including the cumulative impacts on conservation and recreation values. We need to know how many trips you make to each site and the party size of each trip. If you make more than one trip to the same site on the same day please record each trip on a new line (see example below). We appreciate your time and efforts to supply this information accurately and promptly.

Date	Main Activity (Guided walking etc)	Area/Sites Visited Site /location/ routes used	Duration of trip (No. of hours)	No. of Clients (Clients + Guides)	Other facilities used (Hut names, campsite locations etc.)

Summary

	Total number of Clients per ½ day	Fee/Client per ½ day	Total number of Clients per whole day	Fee/Client per whole day	Total Fees Payable
		\$5.00		\$10.00	\$
Plus GST					\$
SUB TOTAL					\$
Less Minimum Fees Paid					\$
TOTAL FEE PAYABLE					\$

I certify that the above figures are a true and accurate copy of records held by the Company.

Signed by:

Date / /

Thanks again for your help

SCHEDULE 4

Environmental Care Code

Protect Plants and Animals

Treat New Zealand's forest and birds with care and respect. They are unique and often rare.

Remove Rubbish

Litter is unattractive, harmful to wildlife and can increase vermin and disease. Plan your visits to reduce rubbish, and carry out what you carry in.

Bury Toilet Waste

In areas without toilet facilities, bury your toilet waste in a shallow hole well away from waterways, tracks, campsites and huts.

Keep Streams and Lakes Clean

When cleaning and washing, take the water and wash well away from the water source. Because soaps and detergents are harmful to water life, drain used water into the soil to allow it to be filtered. If you suspect the water may be contaminated, either boil it for at least three minutes, or filter it, or chemically treat it.

Take Care With Fires

Portable fuel stoves are less harmful to the environment and are more efficient than fires. If you do use a fire, keep it small, use only dead wood and make sure it is out by dousing it with water and checking the ashes before leaving.

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

By keeping to the track, where one exists, you lessen the chance of damaging fragile plants.

Consider Others

People visit the back-country and rural areas for many reasons. Be considerate of other visitors who also have a right to enjoy the natural environment.

Respect Our Cultural Heritage

Many places in New Zealand have a spiritual and historical significance. Treat these places with consideration and respect.

Enjoy Your Visit

Enjoy your outdoor experience. Take a last look before leaving an area; will the next visitor know that you have been there?

Protect the environment for your own sake, for the sake of those who come after you, and for the environment itself.

Water Care Code

Find Out First

Find out and follow the regulations governing recreational use of waterways and access. They are designed to minimise conflict between users and protect everyone's health and safety.

Stay on Established Tracks and Use Existing Facilities

By using existing facilities, where these are provided, you run less chance of disturbing wildlife and damaging riverbanks and foreshores.

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

Litter is unattractive, harmful to wildlife and pollutes water. Plan your visit to reduce rubbish, and carry out what you carry in.

Dispose of Toilet Waste Properly

Improper disposal of toilet waste can contaminate water, damage the environment and is culturally offensive. Use disposal facilities where provided or bury waste in a shallow hole at least 50 metres away from waterways.

Be Careful with Chemicals

Use chemicals sparingly, and refuel with care. Dispose of cooking or washing water well away from the source.

Respect Our Cultural Heritage

Many New Zealand waterways have special cultural, spiritual or historical values. Treat these places with consideration and respect.

Take Only the Food You Need

When taking food from the sea or freshwater, don't overdo it. Sustain life in our waterways by taking only what you need and no more than the legal limit.

Consider Plants and Animals

Remember we are only visitors to water environments. Other animal and plant species live there all the time.

Consider Other People

Respect other visitors ... everyone has the right to enjoy the environment in safety.

SCHEDULE 5

Didymo Prevention Guidelines

Stop the Spread

Didymo is an invasive freshwater alga that can form massive blooms, smothering rocks, submerged plants and other material. Didymo is made up of cells that cannot be seen with the naked eye until large colonies form. It only takes one of these cells to survive and be transported to a nearby waterway for Didymo to spread. Didymo cells thrive in freshwater and if you are cleaning with freshwater you are helping to keep them alive.

Didymo is an unwanted organism under the Biosecurity Act 1993. Under the Act those knowingly spreading an unwanted organism can be liable for up to five years' imprisonment and/or a \$100,000 fine.

To ensure you do not spread Didymo, wherever possible restrict equipment, vehicles, boats, clothing and other items for exclusive use in a single waterway.

The Concessionaire shall, when moving items (including all persons, equipment and vehicles that have contact with water) between waterways:

1. **Check:** Before leaving the river or lake, remove all obvious clumps of algae and look for hidden clumps. Leave them at the affected site. If you find any later, do not wash them down drains. Treat them with the approved cleaning methods below and put them in a rubbish bin.

CLEAN: There are several ways to kill didymo. Choose the most practical treatment for your situation which will not adversely affect your gear.

Non-absorbent items

- **Detergent:** soak or spray all surfaces for at least one minute in 5% dishwashing detergent or nappy cleaner (two large cups or 500mls with water added to make 10 litres); OR
- **Bleach:** soak or spray all surfaces for at least one minute in 2% household bleach (one small cup or 200mls with water added to make 10 litres); OR
- **Hot water:** soak for at least one minute in very hot water *kept above* 60 °C (hotter than most tap water) or for at least 20 minutes in hot water *kept above* 45 °C (uncomfortable to touch).

Absorbent items require longer soaking times to allow thorough saturation.

- **Hot water:** soak for at least 40 minutes in hot water kept above 45 °C; OR
- **Hot water plus detergent:** soak for 30 minutes in hot water kept above 45 °C containing 5% dishwashing detergent or nappy cleaner; OR

Freezing any item until solid will also kill didymo.

DRY: Drying will kill didymo, but slightly moist didymo can survive for months. To ensure didymo cells are dead by drying, the item must be *completely dry* to the touch, inside and out, then left dry for at least another 48 hours before use.

If cleaning or drying is not practical, restrict equipment to a single waterway.

2. Not move fish, plants, rocks and other river/lake items between waterways.
3. Ensure felt-soled waders and other felt-soled footwear and equipment are not worn in any waterway.

If you require more information please visit:

www.biosecurity.govt.nz/didymo

To report a suspected find of Didymo please call 0800 80 99 66

NB: When cleaning equipment, we recommend that you:

- soak porous materials for longer than the specified decontamination times to ensure cleaning solution has soaked right through the item before soaking for the required decontamination time
- choose a decontamination solution that will not adversely affect your equipment
- follow manufacturer's safety instructions when using products
- dispose of cleaning waste well away from waterways

SCHEDULE 6

Mountain Bike Code of Conduct



Respect others	Respect the rules	Respect the track
<ul style="list-style-type: none">- Stay In control.- Give way to walkers.- Signal your approach and pass with care.- Ride shared-use tracks in small groups.	<ul style="list-style-type: none">- Ride only where permitted.- Obtain permission from private land owners.- Leave gates as you find them.- Be prepared - take food, water, tools, First Aid and warm clothes.	<ul style="list-style-type: none">- Don't skid, cut corners or make new lines.- Avoid riding in the mud and rain.- Take rubbish home.- Clean your bike to prevent spreading weeds.



Appendix 6: Form of Grazing Concession to be Created

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

HUXLEY GORGE LIMITED
("the Concessionaire")

GRAZING CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **HUXLEY GORGE LIMITED** ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Land described in Schedule 1.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant, under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances), a Concession for a Concession Activity to be carried out on the Land.
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Document, unless the context otherwise requires:

“**Access**” means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

“**Administration Fee**” means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

“**Background**” means the matters referred to under the heading ‘Background’ on page 1 of this Document.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concessionaire**” includes the Concessionaire’s successors, assigns, executors, and administrators.

“**Concession Activity**” means the use of the Land for purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

“**Concession Fee**” means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire’s right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

“**Concession Fee Payment Date**” means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

“**Concession Fee Review**” means a review of the Concession Fee determined in accordance with clause 6 of this Document.

“Concession Fee Review Date” means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

“Conservation Area” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“Director-General” means the Director-General of Conservation.

“Document” means this Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

“Final Expiry Date” means the date specified in Item 5 of Schedule 1.

“Land” means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

“Licence” for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“Penalty Interest Rate” means the rate specified in Item 8 of Schedule 1.

“Renewal Date” means the date specified in Item 4(a) of Schedule 1.

“Renewal Period” means the period specified in Item 4(b) of the Schedule 1.

“Reserve” has the same meaning as “reserve” in section 2 of the Reserves Act 1977.

“Structure” includes a bridge, a culvert, and a fence.

“Term” means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

“Working Day” means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire a **LICENCE** under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.

6.0 CONCESSION FEE AND ADMINISTRATION FEE REVIEW

- 6.1 The Grantor will review the Concession Fee and the Administration Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987. The notice must also specify the Administration Fee which the Grantor intends to impose until the next Concession Fee Review Date.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable notwithstanding anything in this clause, the new Administration Fee will be payable by the Grantor upon receipt of the notice referred to in clause 6.3.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

7.0 CONCESSION ACTIVITY

- 7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.0 COMPLIANCE

- 8.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part 3A of the Conservation Act 1987 together with any amendment or review of the strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Health and Safety in Employment Act 1992, the Resource Management Act 1991, and any other statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land, or affecting or relating to the Concession Activity.

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.
- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at

the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.

10.0 PROTECTION OF THE ENVIRONMENT

10.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Land; or
- (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

10.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor:
 - (i) take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
 - (ii) engage a pest exterminator approved by the Grantor; and
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.

10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.

10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

11.0 HEALTH AND SAFETY

11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations.

11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

12.0 TEMPORARY SUSPENSION

- 12.1 The Grantor may suspend this Document:
- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and the Grantor considers that the effect can not be avoided, remedied or mitigated to an extent satisfactory to the Grantor;
 - (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.
- 12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.
- 12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 TERMINATION

- 14.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:
- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) the Concessionaire breaches any terms of this Document; and
 - (i) the Grantor has notified the Concessionaire in writing of the breach; and
 - (ii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
 - (c) the Concessionaire ceases to conduct the Concession Activity; or
 - (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
 - (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into

liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

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

15.0 INDEMNITIES AND INSURANCE

15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

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

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

18.0 DISPUTE RESOLUTION AND ARBITRATION

- 18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.
- 18.3 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.
- 18.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 18.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 18.7 The parties agree that the results of any arbitration are to be binding on the parties.

19.0 NOTICES

- 19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post, by facsimile or by email addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.
- 19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.
 - (d) in the case of email, on the Working Day or, if dispatched after 5.00pm on a Working Day, or it is dispatched on a non-working day, on the next Working Day after the date of dispatch.

20.0 RELATIONSHIP OF PARTIES

- 20.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (b) derogating from the rights of the Grantor and the public to have access across the Land;
 - (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.
- 20.2 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard.

21.0 COSTS

- 21.1 The Concessionaire must pay the Grantor's legal costs and expenses associated with preparing and signing this Document or any extension or variation to it.
- 21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

22.0 OFFENCES

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

23.0 SPECIAL CONDITIONS

- 23.1 Special conditions relating to this Document are set out in Schedule 2.
- 23.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness _____

Occupation _____

Address _____

Signed by : **Huxley Gorge Limited** by its Directors:

_____] as Concessionaire

_____] as Concessionaire

SCHEDULE 1

1. **Land:** Conservation Area of xxxx hectares approximately being _____ and described in Land Registry Folio Ref CB OT386/33 (Otago Registry) and shown on the plan attached to the Proposal as GC being shaded pink and herein referred to as the Land. *(see definition of Land in clause 1.1)*
2. **Concession Activity:** Between 1st June and 31st August in each year grazing of a maximum of 400 ewes only for 9 weeks and 50 cows for 8 weeks on the Land.
(see definition of Concession Activity in clause 1.1)
3. **Term:** 20 years commencing on the date of registration of an approved plan affecting Certificate of Title CB xxxx (Otago Registry) (the commencement date). *(see clause 3)*
4. **Renewal Date:** No right of Renewal. *(see clause 3.2)*
5. **Expiry Date:** The tenth anniversary of the commencement date in accordance with item 3 above.
(see clause 3.2)
6. (a) **Concession Fee:** \$5.00 per stock unit per annum + GST Total \$ 565 + GST (\$5 x 400 x 9/52 + \$5 x 300 x 8/52) PROVIDED HOWEVER that in the event that the stock number in any one year is less than the 400 ewes and 50 cows the Grantor on application by the Concessionaire may at his sole discretion reduce the Concession Fee for that year only to reflect the reduced stocking rate. *(see clause 4)*

 (b) **Administration Fee:** \$ 250 per annum + GST *(see clause 4)*
7. **Concession Fee Payment Date:** Annually by 30 September for each year upon commencement of the term set out in item 3, above.
(see clause 4)
8. **Penalty Interest Rate:** *(see clause 4.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** Every three years from the commencement date. *(see clause 6)*
10. **Public Liability General Indemnity Cover:** for \$500,000. *(see clause 15.3)*
11. **Public Liability Forest & Rural Fire Extension:** for \$500,000. *(see clause 15.3)*
12. **Statutory Liability Insurance:** NIL *(see clause 15.3)*
13. **Other Types of Insurance:** NIL *(see clause 15.3)*
14. **Environmental Monitoring Contribution:** To be negotiated between the Grantor and the Concessionaire if required under clause 16 (Environmental Monitoring) of this Document *(see clause 16)*
15. **Address for Notices (including facsimile number):** *(see clause 19)*

 (a) Grantor Minister of Conservation
 C/- Director Conservation Partnerships
 South and Eastern South Island Region
 Department of Conservation
 Conservation House
 77 Stuart Street
 P O Box 5244

- 12 -

DUNEDIN 9058
Phone: (03) 477 0677
Fax: (03) 474 7090
E-mail: dunedinvc@doc.govt.nz

(b) Concessionaire

Huxley Gorge Limited
6 Queen Street
TIMARU
Phone: (03) 4389644
E-mail: glenlyon@farmside.co.nz

SCHEDULE 2

Special Conditions

Land Management

1. Should the Concessionaire feed supplements e.g. hay and/or salt licks they are restricted to being placed at the bottom of each block to encourage the cattle and sheep to graze the lower slopes of each area below 900 m. a.s.l..
2. The public shall at all times have access on foot to and across all parts of the Land. Where fences occur the Grantor may erect gates or stiles in suitable places.
4. The Grantor will issue all hunting permits for the Land. All hunters will be responsible for obtaining access permission from the Concessionaire (including permission to utilize dogs on the Land) such permission will not be unreasonably withheld from:
 - a) hunters who hold a valid hunting permit issued by the Director-General of Conservation to hunt on the Land or
 - b) hunters seeking access across the Land.
5. The Grantor will be responsible for all wilding pine tree control on the Land.

Fencing

6. The Concessionaire must, at no expense to the Grantor, ensure that stock is adequately contained within the Land
7. The Grantor is not to be called upon at any time to contribute to the costs of any boundary fencing between the Land and any adjoining land of the Concessionaire if the purpose of the fencing is to assist the Concessionaire to comply with special condition 6.
8. The Concessionaire must keep and maintain all fences (including boundary fences) or gates on the Land in good repair.

Inspection

9. The Grantor reserves the right for the Grantor's employees or agents to enter on the Land at any time for the purpose of inspecting the Land.

Monitoring

10. The Grantor may set up and design and undertake a monitoring program:
 - i) to ensure that the ecological integrity of the Land is maintained or improved; and
 - ii) to enable the monitoring of grazing; on the vegetation cover and condition, faunal values and any other conservation values of the Land.
11. The monitoring programme should be reviewed at three yearly intervals to coincide with the Concession Fee Reviews and if in the opinion of the Grantor there is a deterioration in the condition and extent of the ecological condition of the Land, the Grantor reserves the right to adjust stock numbers in the Concession Activity accordingly.

Appendix 7: Information on proposed concessions section 39 CPL Act

DRAFTING INSTRUCTIONS: SCHEDULE: **Grazing Concession.**
Huxley Gorge Pastoral Lease.

Information on proposed concession provided by Director-General of Conservation
(section 39 CPL Act)

Explanatory note: This information is required in the event that the CCL accepts the recommendation of the Director-General to designate land as land to be restored to or retained in Crown control subject to the granting of a Concession or over which a Concession is granted. This information must be provided for each Concession if more than one is proposed. The Concession may require the provisional consent of the Minister of Conservation (section 41 CPL Act)

1. Description of proposed activity:

Grazing Concession for 400 ewes for 9 weeks and 50 cows for 8 weeks between 1st June and 31st August each year on GC during the proposed term of the concession.

2. Description of area where proposed activity to be carried out and proposed status:

The location of the Grazing Concession (GC), 500 ha approximately is on the eastern lower slopes of Rabbiter's Peak up to 900 metres above the Hopkins River. The area will be designated as land to be restored to Crown control as a Conservation Area.

3. Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:

Grazing has traditionally been a component of a large part of this area. In order to achieve an outcome as part of the tenure review process some controlled phase out grazing was agreed to over a smaller area, as it was considered to be essential to the farming operations of the property. It was considered that in order to avoid, mitigate, or remedy any adverse effect on the land during the term of the Grazing Concession, the Grazing Concession should contain a number of conditions including, but not limited to, the following:

- a) Stock unit limits as detailed in Clause 1 above during the proposed term of the Grazing Concession.
- b) Pest control if required by the Minister of Conservation, the costs to be borne by the Concessionaire.
- c) The Minister of Conservation may set up a monitoring system to ascertain the effects of on-going grazing and this monitoring system will be reviewed every three years. The Minister of Conservation reserves the right to adjust the stock numbers in order to meet conservation objectives.

While a section of the hill will remain unfenced it is considered that the steep topography and shrubby nature of the lower hill will prevent stock trespass. Wing fences on the lower slopes will contain the stock from moving around the hill. The Hopkins River will remain unfenced as the periodic flooding of the river makes fencing the margins impractical.

4 Details of the proposed type of concession:

A Grazing Licence Concession under section 17Q of the Conservation Act 1987.

5 Proposed duration of concession and reason for proposed duration.

Proposed duration: GC 20 years from inception of the concession. No right of renewal.

Reason for proposed duration:

- a) to allow security of tenure to the Concessionaire for farm management purposes as a result of the tenure review; and
- b) to allow for monitoring results and adjustments in stock numbers if required.

6 Relevant information about the proposed Grantee including information relevant to the Grantee's ability to carry out the proposed activity:

Proposed Grantee: Ken Wigley and Jane Wigley

Relevant information: The Wigleys have owned and run the property for a number of decades. The significant inherent values have been surviving under the current grazing regime. The Wigleys have the ability to farm the area for conservation objectives, subject to the conditions of the Grazing Concession.

Appendix 8: Copy of existing Electricity Agreement

Application To Register Electricity Agreement

IN THE MATTER of Section 3 of the
Electricity Amendment Act 1948 and its amendments

TO: THE DISTRICT LAND REGISTRAR
FOR THE DISTRICT OF OTAGO

THE WAITAKI ELECTRIC-POWER BOARD hereby applies to you to register against the Title to the land hereinafter described the electricity agreement made between the said Board and HUXLEY GORGE LIMITED a duly incorporated company having its Registered Office at A.M.P. Building Stafford Street Timaru

bearing date the 20th day of December One thousand nine hundred and sixty-five a duly certified duplicate whereof is endorsed hereon AND I

COLIN HARPER DAVIDSON
Secretary to the said Board do hereby certify that the said agreement is one which may be registered against the land in pursuance of section 3 of the Electricity Amendment Act 1948 and its amendments and I HEREBY REQUEST you to register the said agreement against the Title to the said land of the said HUXLEY GORGE LIMITED

Description of Land Affected by Electricity Agreement

REGISTERED PROPRIETOR: HUXLEY GORGE LIMITED a duly incorporated company having its Registered Office at A.M.P. Building Stafford Street Timaru

ESTATE: of leasehold

DESCRIPTION: ALL THAT piece of Crown Leasehold Land situated in the HOPKINS AND WARD SURVEY DISTRICTS containing Eighteen thousand five hundred and fifty (18,550) acres more or less being Runs 528 and 727 of the said Survey District AND BEING all the land comprised and described in Pastoral Lease Register Book VOLUME 386 FOLIO 33 BUT SUBJECT to X. No. 19123 varying covenants in lease.

DATED at Oamaru this

12th day of May 1966.

Colin Harper Davidson
Secretary to the Waitaki Electric-power Board

COPY ELECTRICITY AGREEMENT

AN AGREEMENT made this 20th day of December One thousand nine hundred and sixty-five BETWEEN THE WAITAKI ELECTRIC-POWER BOARD a duly incorporated body under the provisions of the Electric-power Boards Act 1925 and duly licensed as an electrical supply authority within the meaning of Part XIII of the Public Works Act 1928 and having its office in Oamaru (hereinafter together with its successors and assigns referred to as "the Board") of the one part AND HUXLEY GORGE LIMITED a duly incorporated company having its Registered Office at A.M.P. Building Stafford Street Timaru

(hereinafter together with his (its their and each of their) executors administrators and assigns referred to as "the Consumer") of the other part WHEREAS the Consumer is the registered proprietor of an estate in fee simple (as lessee) of the land described in the schedule hereto being land outside a borough or town district and occupied by the Consumer AND WHEREAS the Consumer has applied to the Board for an extension of an electrical distribution line for the purpose of supplying electrical energy for buildings or installations on the said land AND WHEREAS the Consumer has undertaken to make payments to the Board in respect of the capital cost of the extension in accordance with the provisions hereinafter appearing NOW THEREFORE IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:—

1. THE Board shall within a reasonable time from the date hereof proceed to extend an electrical distribution line for the purpose of supplying electrical energy for buildings or installations on the said land.

2. THE Consumer shall pay to the Board in respect of the capital cost of such extension commencing from the date on which the supply of electrical energy is made available and continuing for a period of 25 years so long as the supply of electrical energy is made available the yearly sum of ONE HUNDRED AND SEVENTY-TWO pounds (£172/-/-) for each year during the continuance of this agreement and the said sum shall be payable annually as and when demanded by the Board.

3. THE Consumer shall purchase from the Board commencing from the date on which the said supply of electrical energy is made available, electrical energy at the Board's standard rate applicable for the time being PROVIDED HOWEVER that the Board shall credit the Consumer towards payment and in reduction of the said yearly sum of ONE HUNDRED AND SEVENTY-TWO pounds (£172/-/-) all moneys paid by the Consumer for electrical energy used in that year.

4. THE Board may at any time within one year from the date hereof determine this agreement without being liable for any damages to the Consumer if such extension is not commenced and completed within the said period of one year.

5. FOR the purposes of this agreement the extension of an electrical distribution line shall be deemed to include any alteration of or addition to an existing line and shall include the provision of any apparatus necessary to give a satisfactory supply to the Consumer.

6. THIS agreement is an "Electricity Agreement" within the meaning of the Electricity Amendment Act 1948 as amended by the Electricity Amendment Act 1956 and is intended to be registered against the title of the Consumer to all the land described in the schedule hereto.

7. THE costs of the Board's Solicitors of and incidental to searching the title of the Consumer and preparing, obtaining execution of and registering this agreement and obtaining any consent required by the Board thereto shall be borne by the Consumer.

8. The consumer agrees that if at any time during the term of this Agreement the lease of the land described in the Schedule hereto shall be

IN WITNESS whereof this agreement has been executed by or on behalf of the parties hereto the day and year first before written.

THE COMMON SEAL of THE WAITAKI ELECTRIC-POWER BOARD was hereunto affixed in the presence of:

"D.E. Neave" Chairman.
"C.H. Davidson" Secretary.

Common Seal
Waitaki Electric-Power Board

SIGNED by THE COMMON SEAL of HUXLEY GORGE LIMITED was hereunto affixed in the presence of:

Common Seal
Huxley Gorge Limited

" A. G. Wigley " Witness
" N. A. Kesley " Occupation =
Secretary
Address

cancelled varied or renewed it shall notify the Board forthwith and either
(a) Execute a new Electricity Agreement for the balance of the term of the expired Agreement or
(b) Apply to the District Land Registrar or the Commissioner of Crown Lands to have the registration of the Electricity Agreement brought down as an encumbrance against the new or varied lease.

SCHEDULE:

ALL THAT piece of Crown Leasehold land situated in the HOPKINS AND WARD SURVEY
DISTRICTS containing Eighteen thousand five hundred and fifty (18,550) acres more
or less being Runs 528 and 727 of the said Survey District AND BEING all the land
comprised and described in Pastoral Lease Register Book VOLUME 386 FOLIO 33 BUT
SUBJECT to X. No. 19123 varying covenants in lease.

I HEREBY CERTIFY the foregoing to be a duplicate of the Agreement dated the
20th day of December 1965 made between THE WAITAKI
ELECTRIC-POWER BOARD and the above-named.

Secretary to the Waitaki Electric-power Board.

* * *

I (WE) _____ the Mortgagee(s)
under Memorandum of Mortgage No. _____ of the interest of the above-named
Consumer in the land described in the above-mentioned Schedule HEREBY CONSENT to the
above written Agreement being registered against the title of the Consumer to the said land.

SIGNED by the above-named Mortgagee

in the presence of:

300604

Correct for the purposes of the Land Transfer Act

No. *Not Registered under Land Transfer Act.—Registered under Section 83, Land Act, 1948*

IN THE MATTER of Section 3 of the Electricity Amendment Act, 1948, and its amendments

[Handwritten signature]

Solicitor to the Waitaki Electric-power Board

Electricity Agreement

THE WAITAKI ELECTRIC-POWER BOARD

with

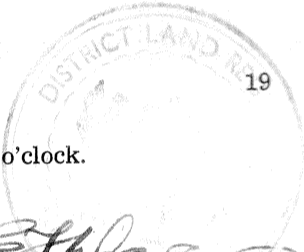
HUXLEY GORGE LIMITED

Particulars entered in Register Book Volume *386*

Folio *33*

The **26 MAY 1966** day of

at *10.18.* o'clock.



[Handwritten signature]
District Land Registrar.

for the District of **OTAGO**

Release Of Electricity Agreement

To the District Land Registrar for the District of

I HEREBY CERTIFY that Electricity Agreement registered No. _____ has expired (or terminated) AND REQUEST that you register a memorial of such expiration (or termination) on the register against the estate or interest within described.

Dated this _____ day of _____ 19____

Secretary to the Waitaki Electric-power Board.

Correct for the purposes of the Land Transfer Act.

Solicitor to the Waitaki Electric-power Board.

LAND & DEEDS	
Nature:	<i>Elect Agreement</i>
Firm:	<u>HISLOP & CREAGH & MAIN</u>
	<u>SOLICITORS</u>
Date:	<u>26 MAY 1966</u>
	<u>OAMARU</u>
Time:	<i>10.18.</i>
	<i>-5-</i>
	<i>432</i>

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by [] acting pursuant to a
delegated authority in the presence
of:

Witness

Occupation

Address

SIGNED for and on behalf of
Huxley Gorge Limited

by two of its directors:

K W Wigley

M J Wigley