

## **Crown Pastoral Land Tenure Review**

**Lease name : MANUKA POINT**

**Lease number : PC 053**

### **Preliminary Proposal - Part 1**

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.

**PROPOSAL FOR REVIEW OF CROWN LAND  
Under Part 2 of the Crown Pastoral Land Act 1998**

**Date:**

**Parties**

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**Holder:** Manuka Point Station Company Limited  
C/- Mr and Mrs D. Patterson  
Manuka Point Station  
RD  
METHVEN 7791

**Commissioner of Crown Lands:** C/- The Manager for Tenure Review  
Darroch Limited  
Broadway Building  
62 Riccarton Road  
PO Box 13-443  
CHRISTCHURCH

**The Land**

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**1. Pastoral Lease**

**Lease:** Manuka Point

**Legal Description:** Part Run 273, Section 1-2 Survey Office Plan 17471 and Section 1 Survey Office Plan 19439

**Area:** 7,419.6000 hectares approximately

**Certificate of Title/Unique Identifier:** CB529/71 (Canterbury Registry)

**2. Unused Crown Land**

**Legal Description:** Crown land shown on survey Office Plan 11026, adjacent to Rural Section 27821 and situated in Block I Glenrock Survey District

**Area:** 22.0000 hectares approximately

**Status:** Crown land subject to the Land Act 1948

**3. Conservation Area**

**3.1 Reserve 4762**

**Legal Description:** Reserve 4762 Block IV Ramsay, Blocks I, II, V, VI, VII, & VIII Whitecombe and Block I Glenrock Survey Districts

**Area:** 3,480.2965 hectares approximately  
**Status:** Stewardship land held pursuant to section 62 Conservation Act 1987

**Certificate of Title/Unique Identifier:** Unalienated Crown Land – no registration

### **3.2 Reserve 4755**

**Legal Description:** Reserve 4755 Blocks I, III, IV & V Glenrock Survey District

**Area:** 1,537.8054 hectares approximately

**Status:** Stewardship land held pursuant to section 62 Conservation Act 1987

**Certificate of Title/Unique Identifier:** Unalienated Crown Land – no registration

### **Summary of Designations**

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







Under this Proposal, the Land is designated as follows:




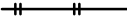
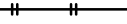
- (a) The Crown Land (shown marked in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (b) The Freehold Land (shown edged in green and parts shaded in yellow on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three; and
- (c) The Conservation Area (shown marked in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (d) The Conservation Area (shown edged in green, cross hatched in black and parts shaded yellow on the Plan) is to be disposed of by way of exchange to the Holder as set out in Schedule Three; and
- (e) The Unused Crown Land (shown edged in green and cross hatched in blue on the Plan) is to be disposed of by freehold disposal to the Holder as set out in Schedule Three.

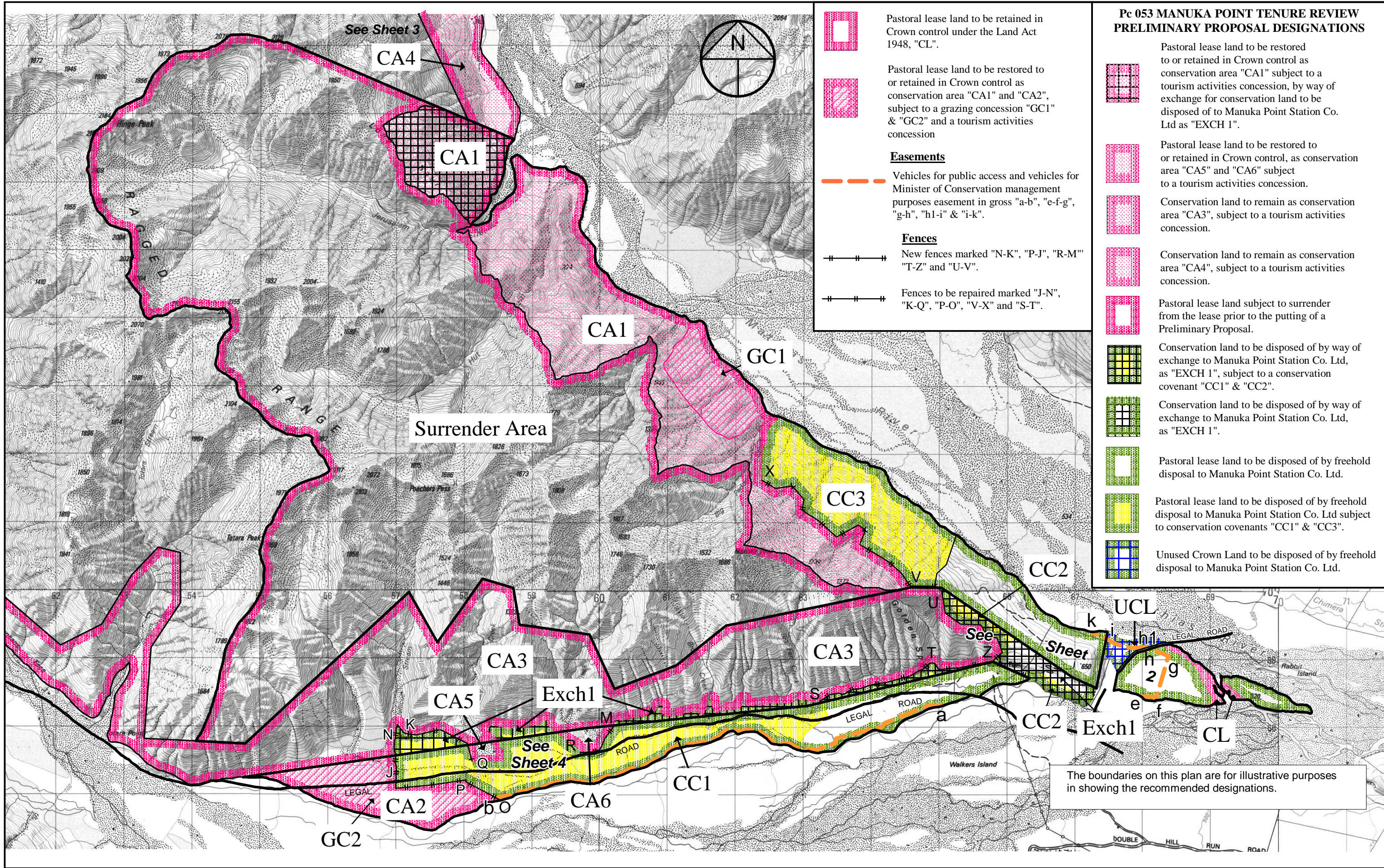
**1      The Plan**

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**Pc 053 MANUKA POINT TENURE REVIEW  
PRELIMINARY PROPOSAL DESIGNATIONS**

-  Pastoral lease land to be restored to or retained in Crown control as conservation area "CA1" subject to a tourism activities concession, by way of exchange for conservation land to be disposed of to Manuka Point Station Co. Ltd as "EXCH 1".
-  Pastoral lease land to be restored to or retained in Crown control, as conservation area "CA5" and "CA6" subject to a tourism activities concession.
-  Conservation land to remain as conservation area "CA3", subject to a tourism activities concession.
-  Conservation land to remain as conservation area "CA4", subject to a tourism activities concession.
-  Pastoral lease land subject to surrender from the lease prior to the putting of a Preliminary Proposal.
-  Conservation land to be disposed of by way of exchange to Manuka Point Station Co. Ltd, as "EXCH 1", subject to a conservation covenant "CC1" & "CC2".
-  Conservation land to be disposed of by way of exchange to Manuka Point Station Co. Ltd, as "EXCH 1".
-  Pastoral lease land to be disposed of by freehold disposal to Manuka Point Station Co. Ltd.
-  Pastoral lease land to be disposed of by freehold disposal to Manuka Point Station Co. Ltd subject to conservation covenants "CC1" & "CC3".
-  Unused Crown Land to be disposed of by freehold disposal to Manuka Point Station Co. Ltd.

-  Pastoral lease land to be retained in Crown control under the Land Act 1948, "CL".
-  Pastoral lease land to be restored to or retained in Crown control as conservation area "CA1" and "CA2", subject to a grazing concession "GC1" & "GC2" and a tourism activities concession
- Easements**
  -  Vehicles for public access and vehicles for Minister of Conservation management purposes easement in gross "a-b", "e-f-g", "g-h", "h1-i" & "i-k".
- Fences**
  -  New fences marked "N-K", "P-J", "R-M" "T-Z" and "U-V".
  -  Fences to be repaired marked "J-N", "K-Q", "P-O", "V-X" and "S-T".

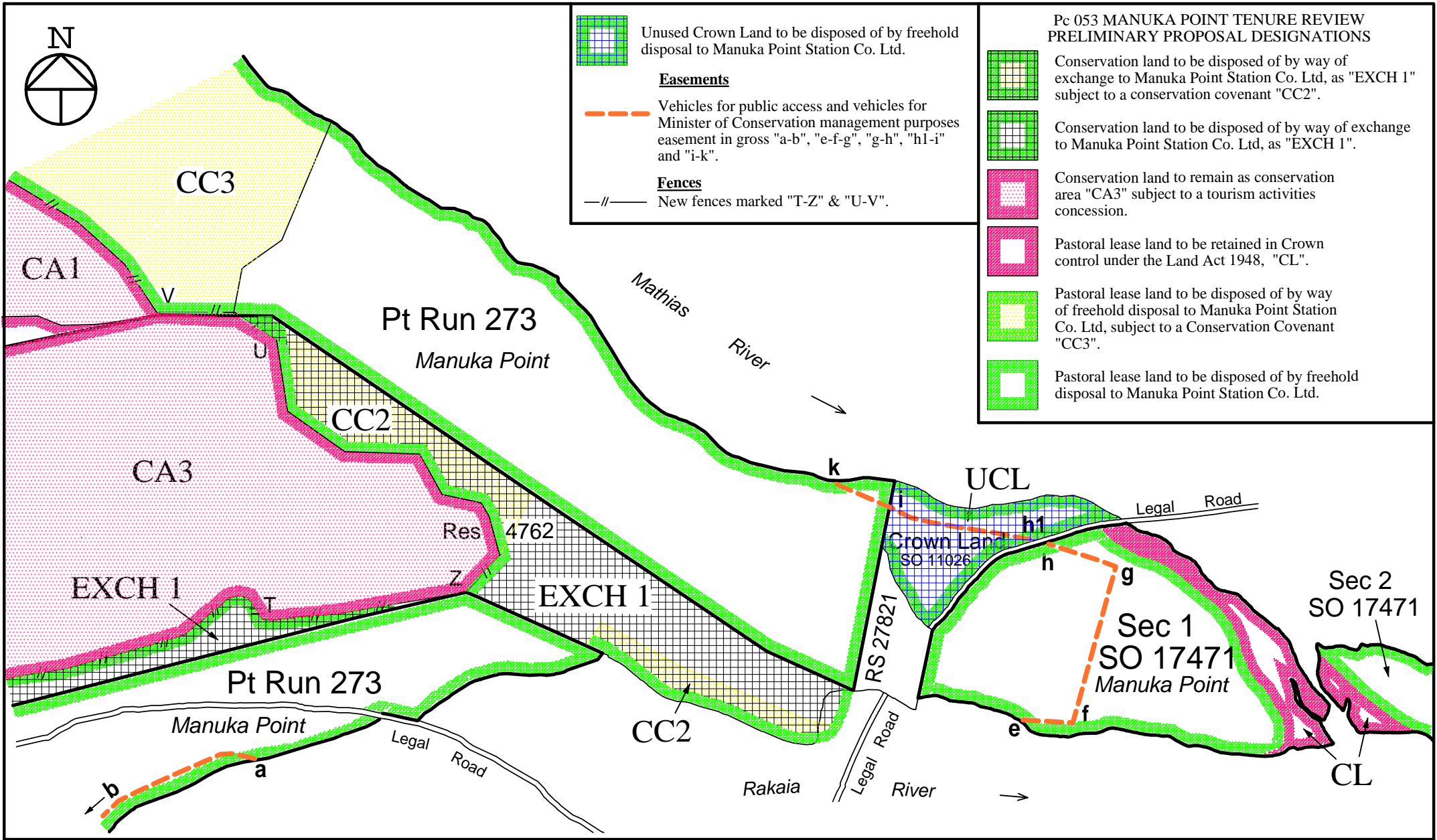


The boundaries on this plan are for illustrative purposes in showing the recommended designations.

**Manuka Point**

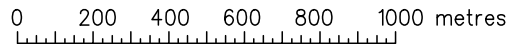


Version	1	2	3	4	5
Canterbury Land District					Sheet 1 of 4
Topographic map 260 - J34/35, K35					Date: 13/09/11



# Manuka Point

Scale 1:20000 (@ A4)

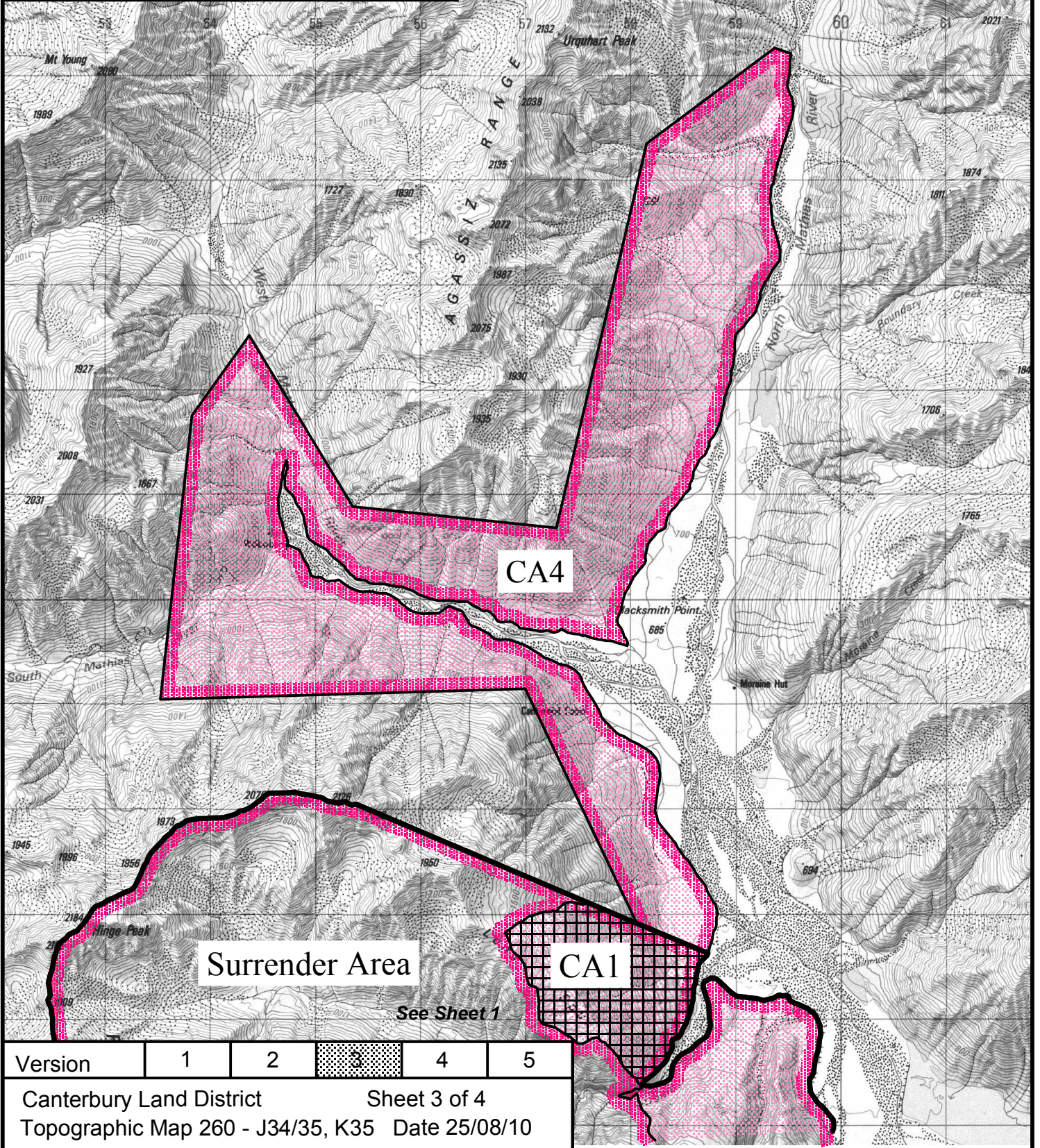


Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - J34/35, K35					
				Sheet 2 of 4	Date 13/09/11

**Pc 053 MANUKA POINT TENURE REVIEW  
PRELIMINARY PROPOSAL DESIGNATIONS**



Conservation land to remain as conservation area "CA4", subject to a tourism activities concession.



CA4

Surrender Area

CA1

See Sheet 1

Version	1	2	3	4	5
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Canterbury Land District Sheet 3 of 4  
Topographic Map 260 - J34/35, K35 Date 25/08/10

# Manuka Point

Scale 1:50000 (@ A4)



Pc 053 MANUKA POINT TENURE REVIEW  
PRELIMINARY PROPOSAL DESIGNATIONS



Conservation land to be disposed of by way of exchange to Manuka Point Station Co. Ltd, as "EXCH 1", subject to conservation covenant "CC1".



Pastoral lease land to be restored to or retained in Crown control as conservation area "CA2" subject to a tourism activities concession and a grazing concession "GC2".



Pastoral lease land to be restored to or retained in Crown control as conservation area "CA5" and "CA6" subject to a tourism activities concession.



Conservation land to remain as conservation area "CA3" subject to a tourism activities concession.



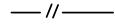
Pastoral lease land to be disposed of by freehold disposal to Manuka Point Station Co. Ltd, subject to a conservation covenant "CC1".

Easements

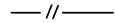


Vehicles for public access and vehicles for Minister of Conservation management purposes easement in gross "a-b".

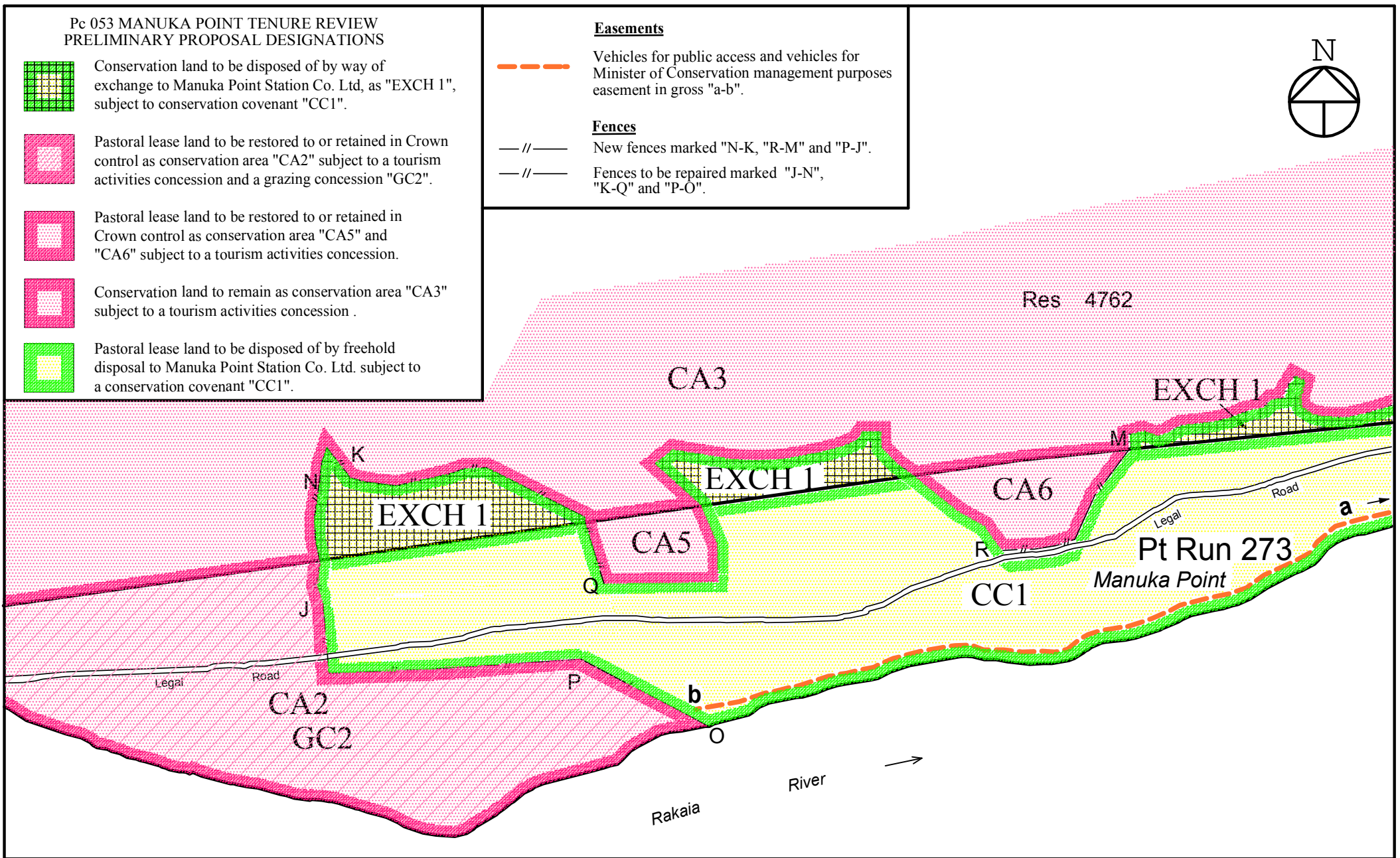
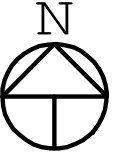
Fences



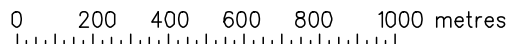
New fences marked "N-K", "R-M" and "P-J".



Fences to be repaired marked "J-N", "K-Q" and "P-O".



Scale 1:20000 (@ A4)



# Manuka Point

Version	1	2	3	4	5
Canterbury Land District			Sheet 4 of 4		
Topographic Map 260 - J34/35, K35			Date 25/08/10		



## **2 Conditions**

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- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Four (if any).

## **3 Settlement**

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- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(i) has been agreed or determined; and

(ii) is not and will not be subject to any appeal, rehearing or other proceedings.

## **4 Holder's Payment**

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- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

## **5 Commissioner's Payment**

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- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.
- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

## **6 Vesting of Crown Land**

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- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

## **7 Issue of Certificate of Title**

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- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
  - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
  - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
  - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

## **8 Registration of Documents**

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- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

## **9 Consents**

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- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
  - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
  - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
  - (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.

- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

## **10 Continuation of Lease**

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- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2:
- (a) is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
  - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

## **11 Fencing and Construction Works**

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- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "New Fencing Line" on the Plan; and
  - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Fencing Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;

the Commissioner may, acting reasonably, elect to do any one or more of the following:

- (iii) erect the Fencing in a position different from that shown on the Plan;
  - (iv) erect the Fencing over a shorter distance than that shown on the Plan; or
  - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, [the Commissioner] [the Holder] [both parties] will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
  - (b) If the Works Consent:
    - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
    - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;
- the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

## **12 Apportionments**

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- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
  - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.

- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

### **13 Risk**

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- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.
- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

### **14 Survey**

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- 14.1 All areas of the Land forming part of this Proposal and delineated on the Plan are approximate and subject to preparation of the Final Plan. The measurements of the areas may therefore alter on the Final Plan.
- 14.2 No error, misdescription or amendment of any part of the Land will annul, vary, or derogate from this Proposal, or the Holder's acceptance of this Proposal.
- 14.3 For the avoidance of doubt, the Holder will not be entitled to cancel or withdraw its acceptance of this Proposal, nor will the Holder, or any successor in title of the Holder or any party with an interest in the Land, be entitled to payment of any compensation, should any area of the Land on the Final Plan have a different measurement to the area specified in this Proposal.
- 14.4 The Commissioner does not warrant that any existing fence is erected on, or that any new fence to be erected will be on, any boundaries of the Land or any part of the Land as outlined on the Plan or the Final Plan.

### **15 Holder's Acknowledgements**

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- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
    - (i) "as is", solely in reliance on its own investigations and judgement; and
    - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
  - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
  - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
    - (i) the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and
    - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
    - (iii) the Building Act 2004 and the Building Amendment Act 2009; and

the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;

- (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
- (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

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**16 No Representations or Warranties by the Commissioner**

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- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
  - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
  - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

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**17 Acceptance**

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- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

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**18 Solicitors Certificate**

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- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitors certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

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**19 Default**

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- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

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**20 Goods and Services Tax**

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- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.

- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) the Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
  - (b) the Commissioner and the Holder confirm that as at the Settlement Date:
    - (i) each is acquiring the goods supplied with the intention of using the goods for making taxable supplies; and
    - (ii) the Commissioner and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Crown Land and the Holder and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Freehold Land as a principal place of residence; and
  - (c) the Commissioner and the Holder agree that the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- 20.3 If any of the circumstances set out in clause 20.2 change between the date of the Holder's acceptance of this Proposal and the Settlement Date, then the relevant party will notify the other of the changed circumstances as soon as practicable and in any event not later than 2 working days before the Settlement Date and such party shall warrant that the changed circumstances are correct as at the Settlement Date. If the GST treatment of the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration changes as a result of the changed circumstances and a party has already provided the other with a GST invoice, then that party will issue a debit note or credit note, as the case may be, for GST purposes.
- 20.4 On the 10<sup>th</sup> working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.5 The Holder will pay GST (if any) on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.6 On the 10<sup>th</sup> working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.7 The Commissioner will pay GST (if any) on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.8 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
  - (b) any Default GST.

## **21 Lowest price**

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- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Commissioner's Consideration.

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**22 Costs**

- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

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**23 No nomination or assignment**

- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

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**24 Recreation Permit**

- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

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**25 Consents for Activities**

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under sections 15 or 16 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land or anything thereon.

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**26 General**

- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
  - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;



- (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
  - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
  - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
  - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

## **27 Interpretation**

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### **27.1 Definitions**

In this Proposal unless the context otherwise requires:

**Act** means the Crown Pastoral Land Act 1998;

**Commissioner** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

**Commissioner's Consideration** means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

**Commissioner's GST Date** means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;

**Commissioner's Payment** means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

**Crown Land** means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

**Default GST** means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

**Default Rate** means the rate of 11 per cent per annum;

**Fencing** means any stock proof farm fence.

**Fencing Consent** means any and all consents required for fencing under the Resource Management Act 1991.

**Final Plan** means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 62(4)(c) and (d) of the Act;

**Freehold Land** means the land set out in Schedule Three;

**GST** means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

**GST Act** means the Goods and Services Tax Act 1985;

**Holder** means holder shown on the front page of this Proposal (being the lessee under the Lease);

**Holder's Consideration** means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

**Holder's Payment** means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

**Land** means the land subject to the Tenure Review identified on the front page of this Proposal;

**Lease** means the lease described on the front page of this Proposal;

**Mortgage** means any mortgage (registered or unregistered) over the Land;

**Mortgagee** means the holder of any Mortgage;

**Notice** means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

**Plan** means the plan of the Land showing all designations on page 2 of this Proposal;

**Registrar** means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

**Rent Review** means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

**Settlement Date** means the settlement date defined in clause 3.1;

**Surveyor-General** means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

**Tenure Review** means the tenure review of the Land being undertaken by the Commissioner under the Act;

**Unconditional Date** means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

**Vesting Date** means the date on which the Crown Land vests in the Crown pursuant to the Act;

**Working day** means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15<sup>th</sup> day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

**Works Consent** means any and all consents required under the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and/or the Building Act 2004.

## 27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;

- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those persons' obligations, as Holder, will be both joint and several.

**Schedule One: Provisions relating to the Schedule One Land**

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**1 Details of Designation**

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- 1.1 Under this Proposal the land shown edged in pink and labelled "CL" on the Plan, being 6 hectares (approximately) is designated as land to be retained in Crown control under the Land Act 1948.

**2 Schedule One Improvements**

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N/A

## **Schedule Two: Provisions relating to the Schedule Two Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shown shaded in pink and labelled "CA1" on the Plan, being 1,133 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4;
  - (b) the granting of a grazing concession (shown shaded and cross hatched in pink and labelled "GC1" on the Plan) substantially as set out in Appendix 5.
- 1.2 Under this Proposal the land shown shaded in pink and labelled "CA2" on the Plan, being 182 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4;
  - (b) the granting of a grazing concession (shown shaded and cross hatched in pink and labelled "GC2" on the Plan) substantially as set out in Appendix 5.
- 1.3 Under this Proposal the land shown shaded in pink and labelled "CA3" on the Plan, being 3,330.2965 hectares (approximately) is designated as land to be retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4.
- 1.4 Under this Proposal the land shown shaded in pink and labelled "CA4" on the Plan, being 1,537.8054 hectares (approximately) is designated as land to be retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4.
- 1.5 Under this Proposal the land shown shaded in pink and labelled "CA5" on the Plan, being 11 hectares (approximately) is designated as land to be retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4.
- 1.6 Under this Proposal the land shown shaded in pink and labelled "CA6" on the Plan, being 15 hectares (approximately) is designated as land to be retained in Crown control as conservation area subject to:
- (a) the granting of a tourism concession (shown shaded in pink on the Plan) substantially as set out in Appendix 4.

## **2 Information Concerning Proposed Concession as set out in Appendix 4**

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### **2.1 Description of the proposed activity:**

Tourism Concession Licence for the adjoining landholder for the purpose of the business of guided tours, guided hunting, guided fishing, heliskiing, heliboarding, aerial positioning of recreationists and guided parties, and commercial filming.

### **2.2 Description of area where proposed activity to be carried out and proposed status:**

The area of the Concession Activity is over the area designated as Conservation Area of 6,203 hectares approximately on the plan attached to the proposal. The area covers the lower eastern and southern slopes of the Agassiz Range, the lower slopes associated with the junctions of the West Mathias River and the South Mathias River with the Mathias River along to Jerusalem Stream, the Mathias River faces of the Ragged Range from Long Spur south to the junction with the Rakaia River, the Rakaia River faces of the Ragged Range and flats at the southern foot of the Ragged Range from the junction with the Mathias River west beyond Totara Point to include the Cattle Creek catchment and Rakaia River faces to slightly west of Duncan Stream.

### **2.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect**

The Tourism Concession is limited to guided tours, guided hunting, guided fishing, heliskiing, heliboarding, aerial positioning of recreationists and guided parties, and commercial filming. The potential affects include potential damage to the flora and fauna by people moving through the area, although this may also happen with general public use of the Conservation Area for similar purposes, and the impacts of helicopter activities. The Concession Licence document ensures that the provisions of the Conservation Act apply and includes monitoring of the concession activity. Through Schedule 2 limitations are placed on party sizes and restrictions on aircraft activities. Schedule 2 ensures the rights of the public are not restricted. The concession provisions ensure that all potential affects will be minimised.

### **2.4 Details of the proposed type of concessions:**

A Tourism Concession Licence under S. 17Q (1) Conservation Act 1987.

### **2.5 Proposed duration of concession and reason for proposed duration**

- (a) Proposed duration: 20 years.
- (b) Reasons for proposed duration -

The Tourism Concession Licence has been sought to allow the holders to continue with their existing tourism operations on the property for which current recreation permits are already held. It will also allow for the diversification of the holders farming activities in the future.

### **2.6 Relevant information about the proposed Concessionaire including information relevant to the Concessionaire's ability to carry out the proposed activity:**

- (a) Proposed grantee - Manuka Point Station Company Limited
- (b) Relevant Information -
  - (i) The holders of Manuka Point Pastoral Lease have entered into this review voluntarily. The proposed tourism concession is needed for the continuation of the existing tourism operations run by the holders. Manuka Point Station Company Limited has successfully run their existing tourism activities for a

number of years and have the knowledge of the property and proven ability to continue with successful tourism activities. The proposed tourism activities will have minimal impact on the area.

### **3 Information Concerning Proposed Concession as set out in Appendix 5**

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#### **3.1 Description of the proposed activity:**

Grazing concession for grazing for a maximum of 120 head of sheep only from 1 May to 30 September each calendar year on the Mathias Faces, and grazing for a maximum of 190 head of sheep only from 1 October to 30 April each calendar year on the Rakaia River Flats.

#### **3.2 Description of area where proposed activity to be carried out and proposed status:**

The location of the Mathias Faces Grazing Concession is over the lower eastern slopes of the Ragged Range above the Mathias River immediately north west of Big Paddock Creek.

The location of the Rakaia River Flats Grazing Concession is over an area of the Rakaia River river flats at the southern end of the Ragged Range adjacent to Jellicoe Stream.

Both areas will be designated as land to be restored to or retained in Crown Control as a Conservation Area subject to a grazing concession.

#### **3.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect:**

The Mathias Faces area is a mosaic of mountain beech forest and broadleaf forest, shrubland, tussock grassland, exotic grassland and bracken fern.

The Rakaia River Flats area is predominantly matagouri shrubland with short modified grassland.

A potential threat to the area is overstocking which would effect the potential regeneration of native plant communities.

Grazing has traditionally been a component of this area. In order to achieve an outcome as part of the tenure review process some controlled grazing was agreed to as being essential to the farming operations of the property. It was considered that in order to mitigate 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:

1. Stock limits as detailed in Clause 1 above during the proposed term of the Grazing Concession.
2. Pest control if required by the Minister of Conservation, the costs to be borne by the Concessionaire.
3. 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.
4. The term of the grazing concession is limited to 20 years with no right of renewal.

#### **3.4 Details of the proposed type of concessions:**

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

#### **3.5 Proposed duration of concession and reason for proposed duration**

*Proposed duration:* 20 years from registration of an approved plan affecting Certificate of Title CB 529/71.

*Reasons for proposed duration:*

- (a) to allow security of tenure to the Concessionaire for farm management purposes while adjustments are made to the current farming practises; and
- (b) to allow for monitoring results and adjustments in stock numbers if required.

**3.6 Relevant information about the proposed Concessionaire including information relevant to the Concessionaire's ability to carry out the proposed activity:**

*Proposed grantee* - Manuka Point Station Company Limited

*Relevant Information* – The significant inherent values have been surviving under the current grazing regime. Manuka Point Station Company Limited has the ability to farm the area without serious effect on conservation objectives while adjustments are made to current farming practises.



## **Schedule Three: Provisions relating to the Schedule Three Land**

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### **1 Details of designation**

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- 1.1 Under this Proposal the land shown marked in green on the Plan, being 1,073 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991;
  - (c) the covenant (shown shaded in yellow and labelled "CC1" and "CC3" on the Plan) substantially as set out in Appendix 7; and
  - (d) the easement (shown dashed in orange and labelled "a-b", "e-f-g-h" and "i-k" on the Plan) substantially as set out in Appendix 6.
- 1.2 Under this Proposal the land shown marked green with blue cross hatching and labelled "Crown Land SO11026" being 22 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991; and
  - (c) the creation of the easement (shown dashed in orange and labelled "h1-i" on the Plan) substantially as set out in Appendix 6.
- 1.3 Under this Proposal the land shown marked green with black cross hatching and labelled "Exch1" on the Plan, being 70 hectares (approximately) is designated as land to be disposed of by way of exchange to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987; and
  - (b) Section 11 of the Crown Minerals Act 1991;
- 1.4 Under this Proposal the land shown marked green with black cross hatching, shaded yellow and labelled "Exch1" on the Plan, being 86 hectares (approximately) is designated as land to be disposed of by way of exchange to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
  - (b) Section 11 of the Crown Minerals Act 1991; and
  - (c) the covenant (shown shaded yellow and labelled "CC1" and "CC2" on the Plan) substantially as set out in Appendix 7.

**Schedule Four: Conditions**

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- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
  - (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review;
  - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987;
  - (c) the Commissioner has reviewed, and is satisfied, in its sole discretion that the easement referred to in Appendix 6 is in an acceptable form, has been executed, consented by the necessary parties and has been registered against the Lease.

**Appendix 1: Consents – Example of Mortgagee Consent**

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[ ] as Mortgagee under Mortgage [ ] ("the Mortgage"), hereby:

- (a) consents to acceptance of the Proposal dated [ ] ("the Proposal") by [the Holder] ("the Holder") pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

**SIGNED** by [ ] ) \_\_\_\_\_  
in the presence of: [ ] )

Witness Signature: \_\_\_\_\_

Witness Name:  
Occupation:  
Address:

**Appendix 1: Consents (continued) - Example of "Other" Consent**

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[ ], being the party entitled to the benefit of [ ] registered against Lease [ ], hereby consents to the acceptance of the Proposal dated [ ] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

**SIGNED** for and on behalf of )  
[ ] )  
in the presence of: )

\_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name:  
Occupation:  
Address:

## Appendix 2: Example of Solicitors Certificate

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### Certifications

I [ ] hereby certify as follows:

1. [[insert name of Holder] ("the Holder") is a duly incorporated company under the Companies Act 1993. The Holder's entry into and performance of its obligations under the Proposal dated [ ] ("the Proposal") have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [ ] ("the Proposal") by [insert name of Holder] ("the Holder") and performance of the Holder's obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] ("the Holder") has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder's constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder's acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder's obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully  
[signed by principal of law firm]

### **Appendix 3: Indicative Fencing and Construction Requirements**

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#### **1. New fences and some upgrading/repairs:**

For the purposes of this fencing and construction specification and attachments, the terms "Waypoint" and "GPS point" and abbreviations "WP" and "WPT" have the same meaning; that being a latitude and longitude reference point on the earth's surface as identified by a global positioning system (GPS) unit.

##### *Background:*

The agreement between the Commissioner of Crown Lands (Commissioner) and Directors of Manuka Point Station Company Limited (the Holder) requires the erection of conventional fences on the boundary of the conservation areas marked on the attached plans, and the upgrading and/or repairing of fences on the boundary of the conservation areas to the indicative requirements set out hereunder.

The Commissioner will, at its cost, erect conventional fences along the lines shown marked "N - K", "R - M", "T - Z", "U - V", and "P - J"; and to repair / upgrade the existing conventional fences marked "P - O", "J - N", "K - Q", "S - T" and "V - X" on the Plan.

The fencing specification calls for the erection of a wooden post and seven wire fence with steel Y stakes between posts, to the indicative requirements set out in 3. It also requires the upgrading of an existing fence to the indicative requirements set out in 4 of these specifications.

#### **2. Length and location:**

2.1 New fences are to be erected along the lines marked as follows on the plan:

- (a) Conservation area "CA3" fence around Jellicoe Hut shown marked "N-K" (approximately 400 metres).
- (b) Conservation area "CA6" fence around south and east side of fan marked "R-M" (approximately 800 metres).
- (c) Conservation area "CA2" fence below Jellicoe terrace marked "P-J" (approximately 1200 metres).
- (d) Conservation area "CA3" fence along bush edge behind woolshed and lodge marked "T-Z" (approximately 1150 metres).
- (e) Conservation area "CA3" fence Mathias face bush edge marked "U-V" (approximately 750 metres)

2.2 Upgrading of existing fence along the lines marked as follows on the plan:

- (a) Conservation area "CA2" fence next to Jellicoe terrace shown marked "O-P" (approximately 530 metres).
- (b) Conservation area "CA2" and "CA3" fence along the western edge of Jellicoe terrace shown marked "J-N" (approximately 450 metres).
- (c) Conservation area "CA3" and "CA5" fence along the northern length of Jellicoe terrace shown marked "K-Q" (approximately 950 metres).
- (d) Conservation area "CA3" fence along the bush edge of Rakaia paddocks shown marked "S-T" (approximately 1430 metres).
- (e) Conservation area "CA1" fence along the Mathias faces shown marked "V-X" (approximately 3370 metres).

### 3. New Fence Lines

New fences will be required on the boundary of Conservation Area "CA2", CA3, CA5 and CA6 shown marked as "N - K", "R - M", "T - Z", "U - V", and "P - J" on the Plan enclosed with these specifications.

The Commissioner will, at its cost, erect a post and seven wire conventional fence to the following indicative requirements:

- 3.1 Five x 2.5 mm galvanized high tensile wires, top wire to be 1.6 mm high tensile reverse twist galvanized barbed wire and the bottom wire being 4 mm galvanized mild steel. Total of 7 wires.
- 3.2 2.1 metre x 200 mm treated timber strainer posts with 2.7 metre x 150 mm stay posts to be used for gateways and end of strains.
- 3.3 1.8 metre x 125 mm treated intermediate posts to be used at 20 metre gaps or at lesser intervals on appropriate high and low points as required. 117 cm (46") to remain out of the ground.
- 3.4 Six steel Y stakes per 20 metres to be used. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.7 metre (5'6") to be used on soft ground.
- 3.5 4.2 metre swung gates to be erected as required.
- 3.6 The fence lines will require hand clearing to remove vegetation and debris to provide a suitable fence line, if applicable.

### 4. Upgrading of Existing Fence:

Upgrading of existing fences will be required on the boundary of Conservation Area "CA1", "CA2", "CA3" CA5 shown marked as "P - O", "J - N", "K - Q", "S - T" and "V - X" on the plans enclosed with these specifications.

- 4.1 Re-use existing wires, replace unsound material, re-strain where required and add 2.5mm high tensile wires to make total number of wires up to 7, stapled or laced on to existing and new posts.
- 4.2 2.1 metre x 200 mm treated timber strainer posts with 2.7 metre x 150 mm stay posts to be used at end of strains. Replace existing strainer posts and stay post at existing gateways if in unsound condition.
- 4.3 Reuse existing steel flat standards and steel Y stakes where in sound condition.
- 4.4 Fence to be brought up to minimum six steel Y stakes per 20 metres, this to be achieved by re-using the existing Y stakes that are in sound condition with additional Y stakes or 1.8 metre x 125 mm treated intermediate posts to bring the number to 6 per 20 metres. Y stakes will be mostly 1.5 metre (5') with 1.35 metres (4'6") on rocky ground and 1.7 metre (5'6") to be used on soft ground and are to be placed on the conservation area side of the existing wires.
- 4.5 To re-use the existing gates at their current location.

### 5. Preliminary and General Matters

#### 5.1 New Materials

All materials forming a permanent part of the fence shall be new, with the exception of re-used materials applying to clause 2, and shall conform to any relevant New Zealand or international standard.

## 5.2 Standards

New materials forming a permanent part of the specified fence shall conform to the applicable standard. Such materials shall either identify the applicable standard on the label or certificate from the supplier or manufacturer shall be supplied stating the materials have been manufactured in a process that has been tested and which conforms to that standard.

Current standards that apply to fencing materials include but may not be limited to:

- 3471:1974 (NZS) Specifications for galvanized steel fencing wire plain and barbed.
- 3607:1989 (NZS) Specifications for round and part round timber fence posts.
- 3640:1992 (NZMP) Specifications of the minimum requirements of the NZ Timber Preservation Council Inc.
- D360:1986 (NZS/ASTM) Creosote Treatment
- 4534:1998 (AS/NZS) Zinc and zinc/aluminium alloy coating on steel wire.
- 4680:1999 (AS/NZS) Hot dip galvanized (zinc) coating on fabricated ferrous articles.

Where no applicable standard exists then materials shall be of best quality as generally accepted in the New Zealand farming and fencing industries.

Documentation would be required of:

- Manufacturers (or suppliers) warranties and test certificates where applicable.
- Guarantee certificates that transfer to the owners of the completed fences.
- Remedies available under the guarantee.
- Installation instructions for hardware where applicable to the warrantee and guarantee.

## 5.3 Blasting

Any blasting required to loosen or remove rock shall be undertaken using electric detonators to reduce the risk of fire.

## 5.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 40mm diameter.

## 5.5 Spiking

Where placement of posts requires spiking, the spike shall be 90mm or more diameter.

## 5.6 Lacing

The top wire is to be laced to the top of the steel Y stake with 3.15 mm (9 gauge) wire.

## 6. **Materials General**

To be used except where these have been specifically modified by the provisions of Clause 7 which shall take precedence.

### 6.1 Wire

Fence wire will be 2.5mm galvanized high tensile steel wires, 4 mm galvanized mild steel wire and 1.6 mm galvanized high tensile reverse twist barbed wire all of which are to be of



good quality. Tie-downs and tie-backs will be 4mm galvanized mild steel kept clear of any ground contact.

6.2 Infill Posts

Infill posts will be steel Y stakes or galvanized T irons for use on high spots.

6.3 Strainer, Intermediate and Angle Posts

All timber posts used will be round and ground treated.

6.4 Stay Block

12 x 2 x 24 ground treated.

6.5 Staples

Staples will be 50mm x 4mm barbed galvanized steel.

6.6 Permanent Wire Strainers

Permanent wire strainers are to be of the yoke and reel type with a sprung loaded locking bar.

6.7 Crossing Netting

Netting on creek crossings will be 7 wire galvanized sheep netting except for two major floodgates to be erected over Landslip Creek that are to be built to specific design illustrated in Diagram 1 enclosed with these specifications.

6.8 Gates

The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitable braced to withstand normal pressure by beef cattle and fully covered with 50mm chain mesh manufactured from 3.15 mm gauge wire and attached with 2.24 mm galvanized lacing wire.

6.9 Gate Chains

Gate chains will be galvanized steel chain and staple type.

6.10 Gate gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a bolt through type.

7. **Best Practice**

7.1 Best fencing practice must be adhered to on all occasions.

7.2 Strains

Length of strains to be determined by the territory but to not exceed 300 metres for HT and 250 metres for No. 8 wire, unless specifically varied where floodgates are required to be on a separate strain. To conform to best practice and if applicable the wire manufacturing recommendations. Wire tension to account for weather conditions at time of strain and have regard to effect of winter conditions. Wire tension to average 110 kg force.

7.3 Placement of timber strainers, posts and stays

Under no circumstances are any strainers, stays or posts to be shortened either prior to or subsequent to their placement in the ground.

All strainers are to be dug in or driven and rammed and footed. No.8 (4 mm) galvanized wire is to be used on foots. Strainer, angle and intermediate posts are to have a minimum of 117 cm (46") out of the ground. Stays are to be 1/3 of the way up posts.

7.4 Placement of footer at strainers and angles

Strainers and angles will be footed using a wooden H4 treated cut off post with a minimum length of 350 mm rammed in beside the strainer or angle so that the foot is lying 200 mm up from the bottom of the hole at a 90 degree angle to the strainer or angle, and will be attached with 4 mm galvanised steel wire and stapled to both the foot and the strainer or angle using 3 or more staples on both ends

7.5 Placement of wires

Wires are to be located on the grazing side of the boundary, except where there is a high risk of snow damage where they shall be placed on the leeward side away from the prevailing snow. The bottom wire is to be 100 -150 mm above the ground.

Post staples are to be driven well in but allow the wire to run through.

All wires are to be securely and neatly tied off and strained evenly. Figure 8 knots are to be used in all joins.

7.6 Gates

Gates must close against a post and be able to fully open back against the fence.

7.7 Netting at creek crossing

Netting to be hung at creek and river crossings and left to swing. Flood gates over Landslip Creek are to be to specific design as per Diagram 1 forming part of these specifications.

7.8 Tie Downs

Tie downs are to consist of half or full steel Y stakes according to conditions and the tie down is to be with 4mm galvanized soft wire (which is to remain above ground). If a post is a tie down, it is to be fixed to the Y stake by a 150mm x 6mm galvanized nail.

Anywhere that there is a 100 mm or more upward pull on the wires is to have a tie down placed.

7.9 Tie backs

Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence.

7.10 T Irons

T irons are to be mused on all corners and on the end of strains with tie-backs on them except on the gateways where conventional block and stays are to be used.

**8. Resource Management Consents**

- 8.1 The construction of fencing is subject to the Commissioner obtaining any and all consents required pursuant to the Resource Management Act 1991.

**Appendix 4: Form of Tourism Concession to be Created over the land shown shaded in pink and labelled "CA1", "CA2", "CA3", "CA4", "CA5" and "CA6" on the Plan**

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Concession number: \_\_\_\_\_

DATED \_\_\_\_\_

Between

**THE MINISTER OF CONSERVATION**  
(*"the Grantor"*)

and

**MANUKA POINT STATION COMPANY LIMITED**  
(*"the Concessionaire"*)

**CONCESSION DOCUMENT**  
**UNDER THE CROWN PASTORAL LAND ACT 1998**  
(for Tourism Activities)



Department of Conservation  
*Te Papa Atawhai*

**THIS LICENCE** is made on this day of

**PARTIES:**

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **MANUKA POINT STATION COMPANY LIMITED**, ("the Concessionaire")

**BACKGROUND**

- A. The Grantor manages the Land described in Schedule 1 as a Conservation Area.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area.
- 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.

**"Co-Site"** means the use of the Concessionaire's facilities on the Land by a third party for an Activity and "Co-Sitee" and "Co-Siting" have corresponding meanings.

**"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.

**"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.

**"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 of the Crown Pastoral Land Act 1998 the Grantor **GRANTS** to the Concessionaire a **LICENCE** under section 17Q(1) of the Conservation Act 1987 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.

**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 REVIEW**

6.1 The Grantor will review the Concession 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.

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.

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 IIIA 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, Historic Places Act 1993 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 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, cultivation, 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)(i) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land described in Item 1 of Schedule 1 or any Structure or facility on the Land;
  - (a)(ii) if considered necessary by the Grantor, 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 (subject to a permit) 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 vehicles on the Land.

#### **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 and an independently audited safety plan, prepared to the satisfaction of the Grantor.
- 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 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, sublicence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it.
- 13.2 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)(i) the Concessionaire breaches any terms of this Document; and
- (b)(ii) the Grantor has notified the Concessionaire in writing of the breach; and
- (b)(iii) 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 ceases 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 District Law Society in the region in which the Land is situated 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 District Law Society in the region in which the Land is situated 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 or by facsimile 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.

#### **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.

#### **21.0 OFFENCES**

21.1 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.

#### **22.0 ADVERTISING.**

22.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior written approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.

22.2 Where required by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

22.3 If required by the Grantor in writing the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.

22.4 In preparing such information the Concessionaire must obtain information from and have regard to the views of tangata whenua.

#### **23.0 EMPLOYMENT OF STAFF.**

23.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.

23.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.

23.3 The Concessionaire must comply with all statutes relating to employment of staff.

#### **24.0 VARIATIONS**

- 24.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire.
- 24.2 The Grantor may vary any conditions of this Document if the variation is necessary:
- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
  - (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.
- 24.3 The Concessionaire is to be bound by every such variation.
- 25.0 CO-SITING.**
- 25.1 The Concessionaire must, if directed by the Grantor, allow Co-Siting on the Land or the Land immediately adjoining the Site except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:
- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
  - (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.
- 25.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 25.1.
- 25.3 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Land. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 26.0 SPECIAL CONDITIONS**
- 26.1 Special conditions relating to this Document are set out in Schedule 2
- 26.2 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 in the presence of :

\_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Signed by \_\_\_\_\_ )  
**Manuka Point Station Company Limited** )  
as Concessionaire  
in the presence of :

\_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 1**

1. **Land:** Conservation area of 6,203 hectares approximately on the Ragged Range being part of \_\_\_\_\_ situated in the Land District of Canterbury and shown on the plan attached to the Proposal as CA1, CA2, CA3 (Rakaia faces to Totara Point), CA4, CA5 and CA6 being shaded pink and herein referred to as the Land.  
*(see definition of Land in clause 1.1)*
2. **Concession Activity:**
  - (A) Tourism Concession;  
The use of the Land for the purpose of the business of guided tours, guided hunting, guided fishing, heliskiing, heliboarding and aerial positioning of recreationists and guided parties.
  - (B) Commercial filming and Photography Concession;  
The use of the land for the purposes of commercial filming and photography.  
*(see definition of Land in clause 1.1)*
3. **Term:** 20 years commencing on the day of registration of an approved plan affecting Certificate of Title CB 529/71 (Canterbury Registry).
4. **Renewal:** No right of renewal.
5. **Expiry Date:** 20 years after the inception of the concession.
6. **Concession Fee:**
  - (a) (i) Guided Tours, Guided Hunting and Guided Fishing Concession fee: \$10.00 + GST per client per full day, \$5.00 + GST per client per half day.  
  
(ii) Heliskiing and Heliboarding fee: \$26 + GST per client per day.  
  
(iii) Aerial Positioning of Recreationists and Guided Parties fee: \$15 per client per landing.  
  
(iv) Commercial Filming and Photography Concession fee: \$500 + GST per day for commercials, feature films and dramas, \$300 + GST per day for documentaries, sports events and still photography, plus \$25 + GST per person in the film crew per day.  
*(see clause 4)*
  - (b) Administration Fee: \$250.00 per annum + GST  
*(see clause 4)*
7. **Concession Fee Payment Date:** Yearly in arrears upon commencement of the term set out in clause 3. Concessionaire to supply client activity return forms and declaration of fees form, attached as Schedule 3, calculation and payment of concessions activity fee owing for the preceding year.  
*(see clause 4)*
8. **Pennity 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:** NIL  
*(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  
195 Hereford Street  
Private Bag 4715  
CHRISTCHURCH  
Ph (03) 371-3700  
Fax (03) 365-1388
- (b) **Concessionaire**
- Manuka Point Station Company Limited  
Directors:  
Don and Julie Patterson  
Manuka Point  
R. D.  
METHVEN  
Ph (03) 318 5878  
Fax (03) 318 5879
- Registered Office:  
C/o Mackay Bailey Butchard Limited  
4 / 262 Oxford Terrace  
P. O. Box 13311  
CHRISTCHURCH



## SCHEDULE 2

### *Special Conditions*

#### (A) General Conditions:

1. 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)
2. 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.
3. The Concessionaire shall provide evidence (at the same time as providing their activity return) satisfactory to the Grantor that the Concessionaires 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.
4. 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.
5. The Concessionaire and their servants, agents, invitees and staff shall be solely responsible for the safety and conduct of all persons participating in the concession activities 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.
6. The Concessionaire shall remove all rubbish, including waste food, associated with the Concession Activity from the Land at the conclusion of each trip.
7. The Concessionaire must remain on formed vehicle tracks at all times when accessing the Land by vehicle.
8. 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 Licence 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.
9. The Concessionaire is requested to consult the relevant Papatipu Runanga (as set out below) if they wish to use Ngai 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 Runanga, 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 Runanga, and;*
  - (b) *the relevant Topuni information.*
10. 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.
11. 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.

12. 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.
13. 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.
14. 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
15. 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.
16. 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.
17. 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.
18. The Concessionaire shall complete the Client Activity Return forms, attached as Schedule 3, yearly from the commencement date of the concession each and every year. The Activity Return forms should clearly illustrate, where possible, where the activities have occurred. This should be done using the concession location name supplied by the Grantor and can also include grid references, GPS points or a physical description. This will help the Department with planning for the area.
19. The Concessionaire must comply at all times with the provisions of the Biosecurity Act 1993 and the Biosecurity New Zealand guidelines, including compliance with guidelines for limiting the spread of *Didymo (Didymosphenia geminata)* published by Biosecurity New Zealand. Current prevention and cleaning protocols are set out in Schedule 5.
20. The Concessionaire shall ensure that all practical measures are taken to avoid causing stress to any native fauna encountered.

**(B) Guided Touring 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	20 for each concession activity	7	7

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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.

**(C) Guided Hunting Conditions:**

1. The Concessionaire shall limit party size, including guides, to 6 people per trip.
2. 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.
3. The Concessionaire is to ensure all carcasses are removed from waterways and tracks.
4. The Grantor reserves the right to authorise any hunter who holds a valid hunting permit issued by the Department of Conservation to hunt on the land.

**(D) 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.

**(E) Heliskiing, Heliboarding and Aerial Positioning of Recreationists and Guided Parties Conditions:**

1. The activity is limited to the following;

Location	Activity	Max Party size (Incl Guides)	Runs per day per trip	Landings per day per trip per party	Max trips per year
Catchments: Mathias  Rakaia	Heli-skiing, Heliboarding	6 (to be split into groups of no more than 6)	5	10	40
Catchments: _____	Aerial Positioning of Recreationists and Guided Parties from 1 May to 30 September.	6 (to be split into groups of no more than 6)	N/A	4 landings per site	40
Catchments: _____	Aerial Positioning of Recreationists and Guided Parties from 1 October to 30 April	_____ (to be split into groups of no more than 5)	N/A	4 landings per site	20 landings per site, 50 landings over all the Land.

2. The Concessionaire shall ensure that all helicopters keep at least 500 feet from ground parties encountered during flying and landing operations.
3. If in the opinion of the Area Manager Raukapuka, excessive 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.
4. The licence shall be operable only in conjunction with Civil Aviation Authority, Resource Management Act consent, and any other approvals necessary for such operation. The Concessionaire, or it's chosen operator, 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.
5. The Concessionaire shall have no priority use of the areas and shall be permitted to land only if the areas are clear of other users including recreationists.
6. The Concessionaire shall complete the Client Activity Return forms which must contain the following information:
  - The number of landings/sites visited undertaken on public conservation lands
  - The sites at which landings/sites visited occurred
  - The number of clients landed/sites visited and the reason for landing or visit
  - The days on which the landings/sites visited occurred.
  - A map showing the heliskiing runs that were under taken.
7. The Concessionaire must adhere to the Helicopter Association International 'Fly Neighborly Guide'.
8. The Concessionaire must not refuel, leave any fuel drums or construct any fuel dumps on the Conservation Area.

**F Commercial Filming and Photography Conditions:**

1. The Concessionaire is required to complete a filming application form for each proposed filming event to enable the Grantor to assess the potential of any significant effects on the environment for each particular event.
2. The Grantor may require the Concessionaire to pay a bond if it is established that there is potential for damage to the environment at the filming location. The bond will be determined by the Grantor and will be sufficient to cover the cost of restoring the location to its previous condition and will include monitoring of the restoration.
3. The Concessionaire must make adequate provision for suitable sanitary facilities for the site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
4. The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:
  - erecting or altering any structure on the site.
  - bringing any structure onto the site.
  - installing any facilities on the site.
  - altering the site in any way.
5. The Concessionaire must not commence any work on the site until the Grantor has given written approval.
2. The Concessionaire must comply with all statutory requirements including building consents and code compliance certificates under the Building Act 1991 and must also apply for any other permits and resource consents required for the activities associated with the filming.

**G Share Transfers**

1. Clause 13.2 is modified to allow for share changes within the Patterson Family with out consent of the Grantor providing all the conditions within this Concession have been met.

**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. 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
Guided Tours/ Hunting		\$5.00		\$10.00	
Heliskiing/Heliboard				\$26.00	
Aerial Positioning of Recreationists and Guided Parties				\$15.00 per client per landing	
Plns GST					\$
<b>SUB TOTAL</b>					\$
Less Minimum Fees Paid					\$
<b>TOTAL FEE PAYABLE</b>					\$

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 (and other freshwater pests) 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 can take only one live didymo cell to be transported to a nearby waterway for didymo to become established.

Didymo is an unwanted organism under the Biosecurity Act, 1993. Under the Act, it is illegal to release, spread, sell or breed unwanted organisms. There is a \$100,000 fine or five years imprisonment for people caught doing so.

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:

1. Before entering a waterway, ensure all equipment, clothing and vehicles that have been in contact with another waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
2. When leaving a waterway, ensure all equipment, clothing and vehicles that have been in contact with the waterway, have been decontaminated for didymo in accordance with the cleaning methods listed below.
3. Not move fish, plants, rocks and other river/lake items between waterways.
4. Ensure felt-soled footwear is not worn in any waterway.

**Cleaning methods—didymo**

**CHECK:** Before you leave a 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, treat and put in rubbish. Do not wash down drains.

**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 500 mls 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 200 mls 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.

**NOTE:** The thicker and denser the material, the better it will be at holding moisture and live cells, the slower it will be to dry out and the more difficult it will be to soak completely with cleaning solutions.

**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.**

NB: When decontaminating equipment for didymo, it is recommended that you:

- Soak porous materials long enough to ensure cleaning solution has gone 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.

The above didymo decontamination measures are sourced from the MAF Biosecurity New Zealand website ([www.biosecurity.govt.nz/didymo](http://www.biosecurity.govt.nz/didymo)). Please visit this site for further information or instructions on cleaning methods for specific activities.

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