

Crown Pastoral Land Tenure Review

Lease name : MANUKA POINT

Lease number : PC 053

Substantive Proposal Part 2

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

June

14

materials should be re-used where possible in the new fence. Materials removed are to be disposed of responsibly.

- 6.2 Generally, vegetation to be cleared for the new fence includes scattered low/medium height matagouri and should be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fenceline.
- 6.3 At WPT 11, point "J", the new fence runs up Jellicoe terrace face and thick tall matagouri scrub requires clearance for approximately 30 metres at the foot of the terrace.
- 6.4 Generally, any rocks and debris along the new fence line to be cleared by hand or machinery, provided no soil is disturbed.

(b) New fence "Q-Q1" (refer to section 3(b) above)

- 6.5 The new fence line is flat to gently undulating on stony soils. Vegetation is open and comprises pasture with some short tussock, and the odd matagouri bush to be cleared. Any vegetation requiring clearance is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fenceline.

(c) New fence "R-M" (refer to section (c) above)

- 6.6 Generally, vegetation along the new fenceline comprises medium and tall matagouri, with pasture and sporadic tussock. This grades into very stony lightly vegetated outwash. Very little vegetation clearance is required. Any vegetation requiring clearance is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fenceline.
- 6.7 Across Twin Creek Fan from WPTs 64 to 66, some minor leveling of shingle and loose rock may be required for the new fence line.

(d) New fence "T-T2-T1" (refer to section 3(d) above)

- 6.8 Generally, vegetation along the new fence line comprises open developed pasture/short tussock on a relatively flat contour adjacent to the bush edge and does not require any clearance. The small areas of vegetation specified below are to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.

Specifically:

- 6.9 East of WPT 211 the new fence crosses the line of the existing fence to be removed, and for 10-20 metres medium to tall matagouri/scrub requires clearance for the new line.
- 6.10 Between WPT 218 and 220 the new fence angles around a small clearing next to the woolshed and there are two small areas of medium/tall matagouri/scrub requiring clearance for the new fence line.
- 6.11 Removal of approximately 600 metres of existing conventional fence is required between WPTs 211 (at a junction with an existing deer fence) and 216 (point "T2", near a small flax shelter belt west of the sheep dip). The existing old station fence comprises six old no.8 wires and posts. Materials are to be re-used if possible or disposed of responsibly. The existing fence is on flat contour and for approximately 50 metres from WPT 211 runs through matagouri/scrub up to 2-3 metres high which will require removal with the fence.

(e) New fence "Z-Z1" (refer to section 3(e) above)

- 6.12 For approximately 20 metres scattered medium/tall matagouri is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the new fence line.

(f) New fence "U-V" (refer to section 3(f) above)

- 6.13 Generally, vegetation comprises mountain daisy and short tussock which will require hand grubbing in places along the line; and low/medium regenerating shrublands which will need to be hand cleared. The fence line follows a steep/very steep well defined ridge line between beech forest on the south side and native faces on the north side. The vegetation is relatively open and there is exposed shingle and clay.
- 6.14 From WPT 97 (point "V") to 99 for approximately 400 metres of the highest and steepest part of the line, patches of low/medium height regenerating manuka scrub and beech saplings are to be hand cleared to within 1 metre either side of the new fence line.

(g) Upgraded fence "V-X" (refer to section 4(d) above)

- 6.15 From WPTs 85 to 88 through two gullies, the existing fence for approximately 175-200 metres is to be removed (except for the double steel Y post at WPT 187 which is to be used for a separate strain between the two gullies) and disposed of responsibly, and any materials in sound condition re-used on the replacement fence.
- 6.16 At WPT 85 for approximately 10 metres thick tall matagouri/scrub is to be chainsawed, cut with a scrub bar, mulched, or removed with a blade provided no soil is disturbed, to within 1 metre either side of the existing fence to be replaced. Between WPTs 85 and 88 the occasional bush will also require clearance.
- 6.17 Between WPTs 90 and 92 the occasional bush will require clearance, and the existing fence for approximately 10-15 metres is to be removed and disposed of responsibly, and any materials in sound condition re-used on the replacement fence.
- 6.18 From WPT 93 to WPT 97, point "V", minor hand clearance of vegetation may be required to facilitate repair work if necessary.

7. Preliminary and General Matters

7.1 New Materials

All materials forming a permanent part of the fence shall be new, with the exception of re-used materials which must be in sound condition, and shall conform to any relevant New Zealand or international standard.

7.2 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 is 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.

7.3 Blasting

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

7.4 Drilling

Any rock drilling will be undertaken with a rock drill no larger than 41mm diameter.

7.5 Spiking

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

7.6 Lacing

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

8. Materials General

To be used except where these have been specifically modified by the provisions of Clause 9 which shall take precedence.

(a) Conventional Fences

8.1 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 or 3.5mm stainless steel, kept clear of any ground contact.

8.2 Steel Posts

Infill posts will be steel Y stakes, or T irons for use on high spots. Y stakes to be minimum 1.95kg per lineal metre. T irons to be 1.65 metres in length with a width of 50mm on each T section and manufactured from 6mm steel.

8.3 Strainer, Intermediate and Angle Posts

All timber posts used will be round and ground treated, unless otherwise agreed, with a guaranteed life of 50 years:

8.4 Stay Block

.12 x 2 x 24cm ground treated.

8.5 Staples

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

8.6 Permanent Wire Strainers

Permanent wire strainers are to be of the yoke and reel type with a spring loaded locking bar, or a type as agreed on site with the holder.

8.7 Netting

Netting where specified on small floodgates, bluff-outs and across gaps under fences will be 7 wire galvanized sheep netting, and suitably weighted down with treated timber posts.

8.8 Gates

The swung gates shall be manufactured of 32 mm 2.6wt galvanized steel pipe frame, suitably 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. Either side of gateways the first post should not be more than 10 metres distant and steel Y stakes at not more than 2 metres apart.

8.9 Gate Chains

Gate chains will be galvanized steel chain and staple type.

8.10 Gate gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a long pin type. Generally both pins to be pointing upwards unless the gate fronts onto a road.

8.11 Floodgates

Floodgates are to be separately strained from the fence and to the design set out in these fence specifications.

(b) Deer Fences

8.12 Deer Netting

Netting shall be 13 x 1.9 x 300 knotted netting

8.13 Strainer posts

All posts are to be round and ground treated

8.14 Intermediate posts for deer fencing

(a) Timber posts - all posts are to be round and ground treated.

(b) Staplelok posts - high tensile galvanized steel box section posts with locking staple system. Must be installed according to the manufacturer's instructions and using Staplelok accessories and specialized installation tools.

8.15 Staples

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

8.16 Permanent Wire Strainers

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

8.17 Crossing Netting

Netting hung under creek crossings will be 7 wire galvanized sheep netting.

8.18 Bottom Wire

4 mm (No 8) galvanized mild steel wire all of which are to be of good quality.

8.19 Gates

Deer gates shall be manufactured of 32 mm galvanized steel pipe frame, suitably braced to withstand normal pressure by deer and fully covered with chain link attached with galvanized lacing wire, or using galvanized grid.

8.20 Gate Chains

Gate chains will be galvanized steel chain and staple type.

8.21 Gate Gudgeons

Gudgeons are to be of galvanized steel. Top gudgeon is to be lock through type and the bottom gudgeon a long pin type. Generally both pins to be pointing upwards unless gate fronts onto a road.

9. Best Practice

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

9.2 Strains

Length of strains to be determined by the territory but to not exceed 300 metres unless specifically varied, for example, where floodgates are required to be on a separate strain. To conform to best practice and (if applicable) the wire manufacturer's 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.

9.3 Placement of timber strainers, posts and stays

Strainers, stays or posts are NOT to be shortened either prior to or subsequent to their placement in the ground. If best practice determines that a post is securely driven to its maximum and to get it into the specified height will be detrimental to the quality and longevity of the fence, then it is permissible to cut the top off a post provided the cut surface is coated with a suitable timber preserving product and/or capped with galvanized iron.

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 1/2 way up posts.

Stays and tie backs are preferably to be on the conservation side of the fence.

9.4 Placement of foot 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

9.5 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, or otherwise specified. 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.

9.6 Gates

Gates must close against a post and be able to fully open back into proposed freehold, or as specified, against the fence. Both gudgeons should be pointing upwards so that the gate can be lifted off if required, unless the gate fronts onto a road. Generally, gates at the end of a new fence where it intersects an existing fence, should hang on a strainer on the new fence and close onto the existing fence post or strainer.

9.7 Creek & River Crossings

Flood gates or netting as specified to be hung and left to swing. Post and anchors to be located clear of eroding stream banks.

9.8 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) or preferably 3.15mm stainless steel. 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.

9.9 Tie backs

Tie backs can be used on angle posts or T irons and are permitted on both sides of the fence, except in areas of high stock pressure or on an access route, but are preferably to be on the conservation side of the fence. If an existing T iron is used in situ, even if there is an existing tie back, it must be duplicated with a new tie back.

9.10 T Irons

T irons are to be used 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. Where an existing T iron provides a suitably solid anchor but is not quite the specified height, it is acceptable to securely strap with permanent materials, a double Y stake to the T iron to increase its height.

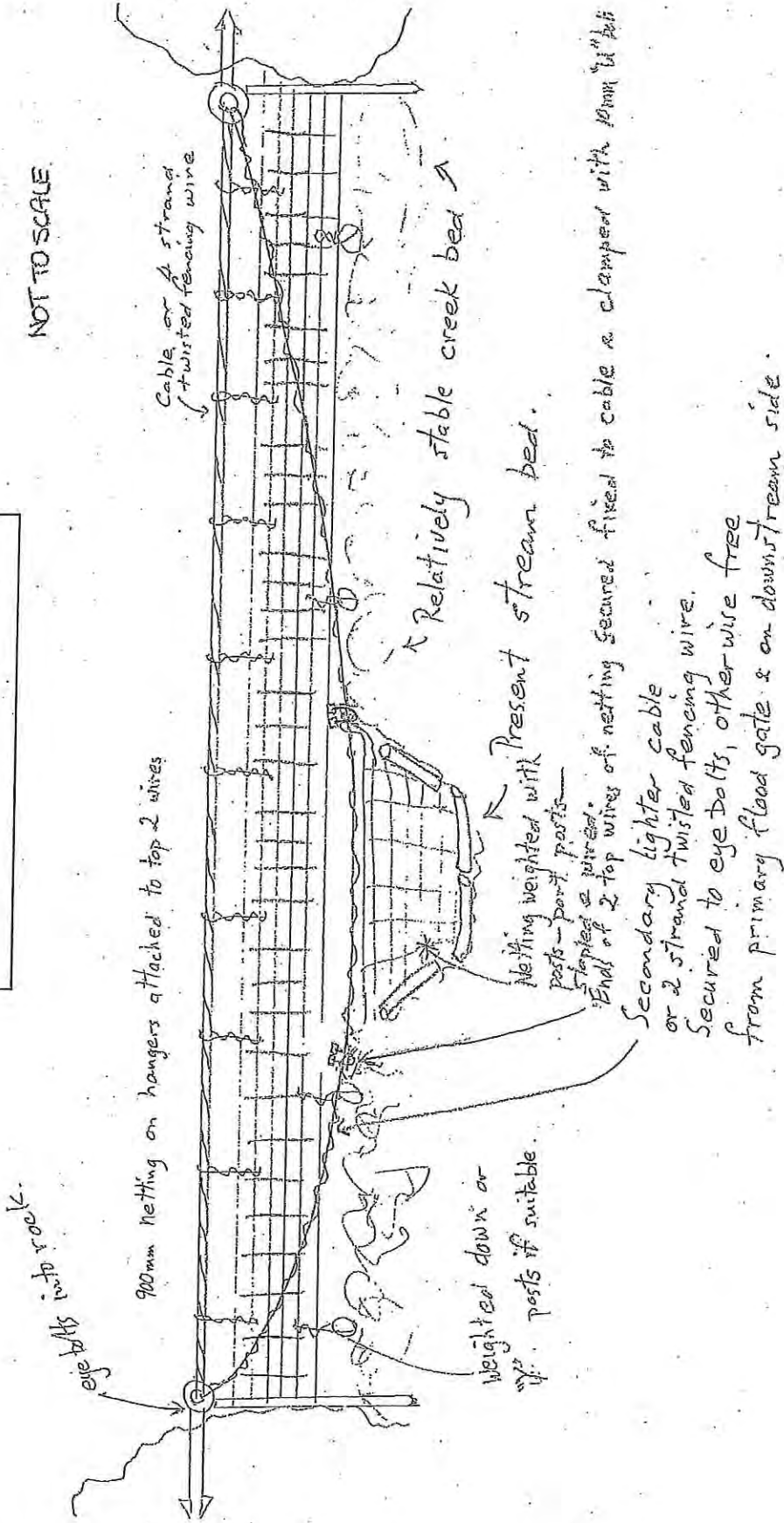
9.12 Disposal of Fencing Waste

Fencing waste (including removal of old existing fences) is to be disposed of responsibly. If appropriate, fencing waste may be buried on site subject to consultation with the holder and implementation contractor, and obtaining of any consent required for such earthworks (if any). Alternatively the waste is to be removed from site and recycled or disposed of at a suitable facility.

10. Resource Management Consents

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

Diagram 1C
Rock Anchored Double Netting Floodgate



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

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 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 3A of the Conservation Act 1987 together with any amendment or review of the strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the Health and Safety in Employment Act 1992, the Resource Management Act 1991, 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 if requested by the Grantor, 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, by facsimile or by email addressed to the receiving party at the address or facsimile number or email address set out in Item 15 of Schedule 1.

19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;

- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.
- (d) in the case of email, on the Working Day or, if dispatched after 5.00pm on a Working Day, or if it is dispatched on a non-working day, on the next Working Day after the date of dispatch.

20.0 RELATIONSHIP OF PARTIES

20.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (b) derogating from the rights of the Grantor and the public to have access across the Land;
- (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.

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 6,036.8 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, 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) vesting the Land in the Crown as a conservation area (the commencement date).
4. **Renewal:** No right of renewal.
5. **Expiry Date:** The 20th anniversary of the commencement date.
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:** Annually in arrears on 30 June for each year from the commencement date. Concessionaire to supply client activity return forms and declaration of fees form, attached at Schedule 3, calculation and payment of concessions activity fee owing for the preceding year.
(see clause 4)
8. **Penalty Interest Rate:** Double the Grantor's bank's current highest 90 day bank bill buy rate.
(see clause 4.2)
9. **Concession Fee Review Date:** Every three years from the commencement date.
(see clause 6)
10. **Public Liability General Indemnity Cover:** for \$2,000,000
(see clause 15.3)
11. **Public Liability Forest & Rural Fire Extension:** for \$2,000,000
(see clause 15.3)
12. **Statutory Liability:** 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
70 Moorhouse Avenue
Private Bag 4715
CHRISTCHURCH
Ph (03) 371-3700
Fax (03) 365-1388
Email: canterburyco@doc.govt.nz

(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
Email: don@manukapoint.com

Registered Office:
Mackay Bailey Limited
109 Blenheim Road
P. O. Box 13311
CHRISTCHURCH 8141
Ph:03 341 0930
Fax:03 343 9843

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 which is attached in 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 Concessionaire's safety plan(s) 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 Rūnanga, as a matter of courtesy.
Note: The Department of Conservation will, in relation to this clause, provide the Concessionaire with:
 - (a) the contact details of the relevant Papatipu Rūnanga, and;
 - (b) the relevant Topuni information.
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 from any part of the Land.
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

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 from the Director-General of Conservation 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 member of the public, who holds a valid hunting permit issued by the Director-General 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 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 (CA1,CA4) Rakaia (CA3)	Heli-skiing, Heliboarding	6	5	10	40
Catchments: Mathias (CA1, CA4) Rakaia (CA2, CA3, CA5, CA6)	Aerial Positioning of Recreationists and Guided Parties from 1 st May to 30 September.	6	N/A	4 landings per site	40
Catchments: Mathias (CA1, CA4) Rakaia (CA2, CA3, CA5, CA6)	Aerial Positioning of Recreationists and Guided Parties from 1 October to 30 April	6	N/A	4 landings per site	20 landings per site, 50 landings over all the Land.

- A site is any landing position within a one kilometer radius of the initial landing position
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 its 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 if requested.
 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 Land.

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.
6. The Concessionaire must comply with all statutory requirements including building consents and code compliance certificates under the Building Act 2004 and must also apply for any other permits and resource consents required for the activities associated with the filming.

G Assignments

1. Notwithstanding clause 13.2, share changes may occur in respect of the Concessionaire within the Patterson Family with out requiring the consent of the Grantor, providing all other conditions of this Concession have been met.

Summary

	Total number of Clients per 1/2 day	Fee/Client per 1/2 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	
Plus GST					\$
SUB TOTAL					\$
Less Minimum Fees Paid					\$
TOTAL FEE PAYABLE					\$

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

Signed by:

Date / /

Thanks again for your help

SCHEDULE 4

Environmental Care Code

Protect Plants and Animals

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

Remove Rubbish

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

Bury Toilet Waste

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

Keep Streams and Lakes Clean

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

Take Care With Fires

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

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

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

Consider Others

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

Respect Our Cultural Heritage

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

Enjoy Your Visit

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

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

Water Care Code

Find Out First

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

Stay on Established Tracks and Use Existing Facilities

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

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

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

Dispose of Toilet Waste Properly

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

Be Careful with Chemicals

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

Respect Our Cultural Heritage

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

Take Only the Food You Need

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

Consider Plants and Animals

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

Consider Other People

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

SCHEDULE 5***Didymo (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). 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

Appendix 5: Form of Grazing Concession to be Created over the land shown striped in pink and labelled "GC1" and GC2" on the Plan

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

MANUKA POINT STATION COMPANY LIMITED
("the Concessionaire")

GRAZING CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this day of

PARTIES:

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

BACKGROUND

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

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

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

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

"Background" means the matters referred to under the heading "Background" on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

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

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

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

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

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

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

"Director-General" means the Director-General of Conservation.

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

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

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

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

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

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

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

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

"Structure" includes a bridge, a culvert, and a fence.

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

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

1.2 In this Document unless the context otherwise requires:

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

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