



**Wild Animal Recovery Operation Permit**

**AERIALY ASSISTED TROPHY HUNTING**

**THIS CONCESSION** is made this [redacted] day of [redacted] 202[redacted]

**PARTIES:**

1. **Minister of Conservation** (“the Grantor”)
2. [insert name of concessionaire] (together with its directors, employees, contractors or agents called “the Concessionaire”)

**BACKGROUND**

- A. The Grantor administers and manages the public conservation land described in **Schedule 1** (the “Land”).
- B. Section 22 of the Wild Animal Control Act 1977 authorises the Grantor to grant, in accordance with Part 3B of the Conservation Act 1987, concessions authorising the holder of the concession to engage in wild animal recovery operations and, in so doing, to enter any Crown-owned land that is:
  - (a) a conservation area;
  - (b) a national park;
  - (c) a reserve (but not a reserve vested in an administering body);
  - (d) a wildlife sanctuary, wildlife refuge or wildlife management reserve under the Wildlife Act 1953;
  - (e) land to which the National Parks Act 1980 is applied as if the land were a national park.
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- D. The Concessionaire acknowledges that the Land may be the subject of Treaty of Waitangi claims and settlements.
- E. The Grantor is satisfied that the requirements of Part 3B of the Conservation Act 1987 and section 23 of the Wild Animal Control Act 1977 have been complied with.
- F. The parties wish to record the terms and conditions of the Concession (which includes its Schedules).

**OPERATIVE PARTS**

- G. In exercise of the Grantor's powers under section 22 of the Wild Animal Control Act 1977 and section 17Q of the Conservation Act 1987 the Grantor **GRANTS** to the Concessionaire a concession to carry out a **WILD ANIMAL RECOVERY OPERATION** (Aerially Assisted Trophy Hunting) on the Land, subject to the terms and conditions contained in this Concession and its Schedules:

**Schedule 1:** Definition of Concession Activity and Related Terms and Conditions

**Schedule 2:** Standard Conditions

**Schedule 3:** Special Conditions

**Schedule 4:** The “Land” on which the concession activity may be carried out (including Open / Closed periods)

**Schedule 5:** Activity Return Form

<p><b>SIGNED</b> on behalf of the Minister of Conservation by</p> <p>_____</p> <p>Owen Kilgour <b>Director Operations, Western South Island</b> acting under delegated authority in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p> <p>_____</p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General’s office at 18-32 Manners Street, Wellington.</p>	<p><i>(Select <b>one</b> only of the following execution clauses and delete the other four)</i></p> <p><b>SIGNED</b> by <i>[insert name of Concessionaire if an individual]</i></p> <p>_____</p> <p>in the presence of:</p> <p>_____</p> <p>Witness Signature</p> <p>_____</p> <p>Witness Name</p> <p>_____</p> <p>Witness Occupation</p> <p>_____</p> <p>Witness Address</p> <p>Or</p> <p><b>SIGNED</b> by <i>[insert name of Company] Limited</i> by:</p> <p>_____ Director <i>[insert name]</i></p> <p>_____ Director <i>[insert name]</i></p> <p>Or</p> <p><i>NOTE: the following execution clause may only be used if you have checked the Company records</i></p>
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*at the Companies Office and have confirmed that the Company has only one Director*

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

\_\_\_\_\_ in the presence of:

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

\_\_\_\_\_ Witness Name

\_\_\_\_\_ Witness Occupation

\_\_\_\_\_ Witness Address

Or

**SIGNED** on behalf of *[insert name of partnership]* by *[insert name of authorised signatory]* in the presence of:

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

\_\_\_\_\_ Witness Name

\_\_\_\_\_ Witness Occupation

\_\_\_\_\_ Witness Address

## SCHEDULE 1

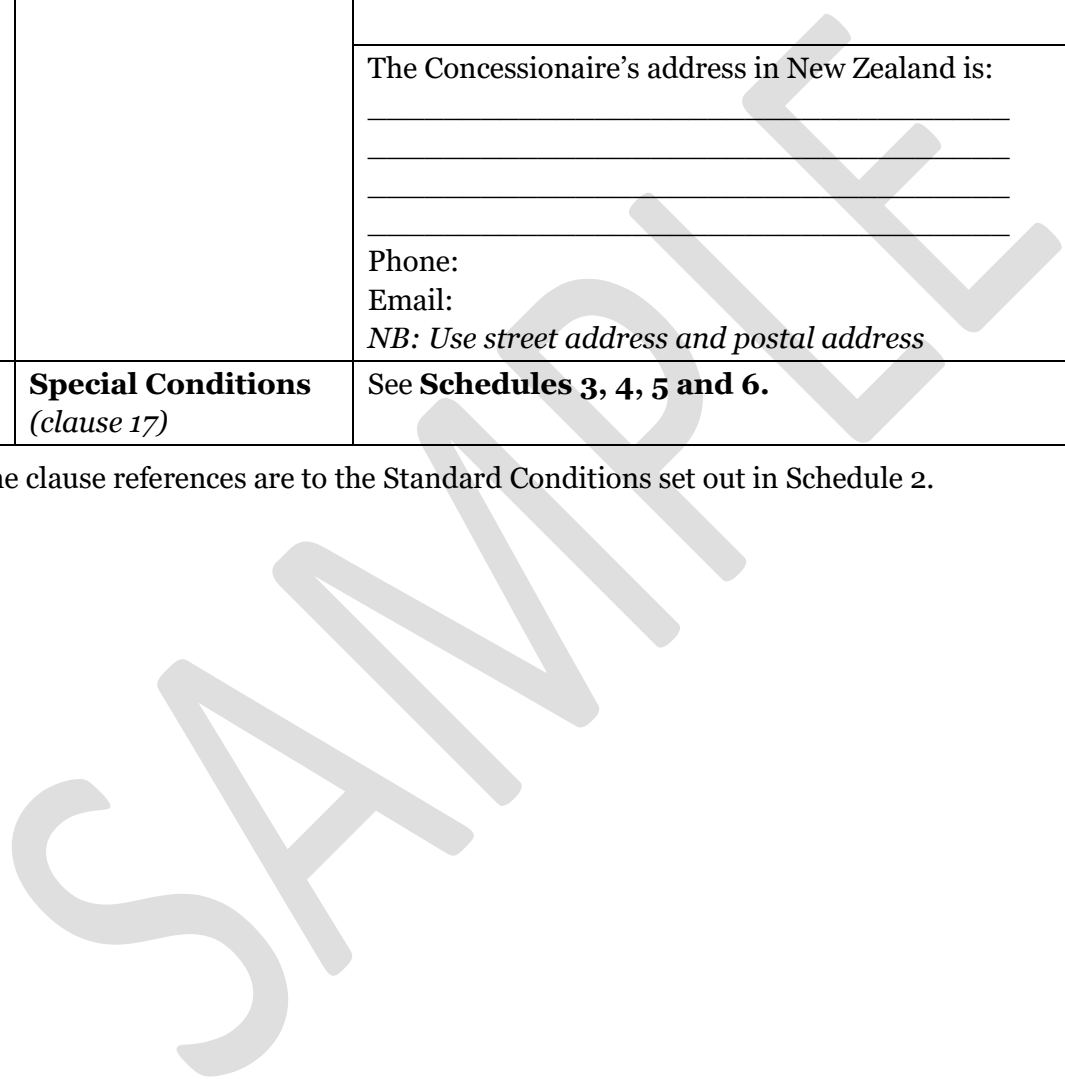
### DEFINITION OF CONCESSION ACTIVITY AND RELATED TERMS AND CONDITIONS

1.	<b>Land</b>	<p>The land or part thereof which the Concession Activity is authorised over is listed below and further defined in either green (<b>Land A</b>) or yellow (<b>Land B</b>), and the detailed ballot area boundaries, on maps provided by the Grantor.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Region</th> <th style="text-align: center;">Approved blocks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Nelson/Marlborough</td> <td></td> </tr> <tr> <td style="text-align: center;">Canterbury</td> <td></td> </tr> <tr> <td style="text-align: center;">West Coast <i>Tai Poutini</i></td> <td></td> </tr> <tr> <td style="text-align: center;">Otago</td> <td></td> </tr> <tr> <td style="text-align: center;">Southland</td> <td></td> </tr> </tbody> </table>	Region	Approved blocks	Nelson/Marlborough		Canterbury		West Coast <i>Tai Poutini</i>		Otago		Southland	
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Nelson/Marlborough														
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West Coast <i>Tai Poutini</i>														
Otago														
Southland														
2.	<b>Concession Activity</b>	<p>Aerially assisted trophy hunting involving:</p> <ul style="list-style-type: none"> <li>(i) the use of a helicopter (whether or not for hire or reward) for the carriage of recreational hunter(s), their guide, and associated firearms and ammunition; and</li> <li>(ii) searching for wild Tahr, chamois or deer; and</li> <li>(iii) ground-based guiding of clients; and</li> <li>(iv) killing wild Tahr, chamois or deer; and</li> <li>(v) recovering the bodies of wild animals killed; and</li> <li>(vi) <b>culling of female and juveniles as offset</b></li> </ul> <p><b>BUT EXCLUDING THE FOLLOWING ACTIVITIES:</b></p> <ul style="list-style-type: none"> <li>(1) Live capture and carriage of live wild animals.</li> <li>(2) The killing and recovery of wild animals or any part thereof for supply to a NZFSA approved processing facility.</li> <li>(3) The carriage and/or use of a shotgun and/or net gun.</li> <li><b>(4) The harvest of additional capes.</b></li> </ul>												
3.	<b>Aircraft</b>	<p>Aircraft make and model: Registration number: Colour:</p> <p>Aircraft make and model: Registration number: Colour:</p>												
4.	<b>Term</b> <i>(clause 2)</i>	<b>03</b> years commencing <b>on 1 May 2022</b> (the commencement date)												
5.	<b>Renewal(s)</b> <i>(clause 2)</i>	Nil												
6.	<b>Final Expiry Date</b> <i>(clause 2)</i>	<b>30 April 2025</b> (the expiry date)												

7.	<b>Concession Fees</b> <i>(clause 3)</i>	<b>Concession activity fee</b> (includes all three, they are not optional)  <b>A. Aircraft Use</b> <table border="1" data-bbox="703 232 1481 524"> <tr> <td data-bbox="703 232 1078 311">Helicopter Activity;</td> <td data-bbox="1078 232 1481 311">\$150.00 plus GST per guided client per day</td> </tr> <tr> <td data-bbox="703 311 1078 524">Daily Hunter/Companion Guiding Fee</td> <td data-bbox="1078 311 1481 524">\$5 plus GST per client or companion for up to 4 hours per day or \$10 plus GST per client or companion guided for periods between 4 – 8 hours per day.</td> </tr> </table> <b>B. Trophy Fee/Environmental Contribution</b>  <table border="1" data-bbox="703 645 1481 882"> <tr> <td data-bbox="703 645 1078 723">Tahr (male only) recovered</td> <td data-bbox="1078 645 1481 723">\$150.00 plus GST per animal killed and</td> </tr> <tr> <td data-bbox="703 723 1078 801">Chamois recovered</td> <td data-bbox="1078 723 1481 801">\$100.00 plus GST per animal killed and</td> </tr> <tr> <td data-bbox="703 801 1078 882">Deer/Wapiti</td> <td data-bbox="1078 801 1481 882">\$1 plus GST per animal killed and recovered</td> </tr> </table> <b>C. Culling of females and juveniles</b>  Five females or juveniles are to be culled on the Land (authorised under this concession) for every trophy animal killed and recovered; culls are to be conducted in accordance with any directions given by the Department as per Schedule 3, <b>clause 10-13.</b>	Helicopter Activity;	\$150.00 plus GST per guided client per day	Daily Hunter/Companion Guiding Fee	\$5 plus GST per client or companion for up to 4 hours per day or \$10 plus GST per client or companion guided for periods between 4 – 8 hours per day.	Tahr (male only) recovered	\$150.00 plus GST per animal killed and	Chamois recovered	\$100.00 plus GST per animal killed and	Deer/Wapiti	\$1 plus GST per animal killed and recovered
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8.	<b>Management Fee</b> <i>(clause 3)</i>	\$450.00 per annum plus GST										
9.	<b>Fee Payment Date</b> <i>(clause 3)</i>	<b>30 April</b> annually in arrears										
10.	<b>Fee Review Date (s)</b> <i>(clause 3)</i>	<b>Not required</b>										
11.	<b>Penalty Interest Rate</b> <i>(clause 3)</i>	<b>Double the current Official Cash Rate (OCR)</b>										
12.	<b>Insurance</b> <i>(To be obtained by Concessionaire)</i> <i>(clause 6)</i>	A. <u>Types and amounts:</u> (a) General Public Liability for an amount no less than NZ\$2,000,000. (b) Third Party Motor Vehicle Liability for an amount no less than NZ\$1,000,000. (c) Aviation Legal Liability for an amount no less than NZ\$2,000,000.										

<p>13. <b>Addresses for Notices</b> (clause 12)</p>		<p><b>The Grantor's address is:</b>  <b>Permissions Team</b>  <b>Level 4</b>  <b>73 Rostrevor Street</b>  <b>Hamilton, 3204</b></p> <p><b>Postal address</b></p> <p><b>Private Bag 3072</b>  <b>Hamilton 3204</b></p> <p><b>Email: permissionshamilton@doc.govt.nz</b></p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone:  Email:  <i>NB: Use street address and postal address</i></p>
<p>14. <b>Special Conditions</b> (clause 17)</p>		<p>See <b>Schedules 3, 4, 5 and 6.</b></p>

**Note:** The clause references are to the Standard Conditions set out in Schedule 2.



## SCHEDULE 2

### STANDARD CONDITIONS

#### **1. Concession Activity**

- 1.1. The Concessionaire must not use the Land for any purpose other than the Concession Activity.
- 1.2. The Concessionaire is responsible for the acts and omissions of its directors, employees, contractors or agents. The Concessionaire is liable for any breach of the Concession by its directors, employees, contractors or agents as if the breach had been committed by the Concessionaire.

#### **2. Term and Renewals (if any)**

- 2.1. The Concession term commences on the date in Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 6 of Schedule 1.
- 2.2. There is no right to renew this Concession.

#### **3. Concession Fee, Management Fee and Review**

- 3.1. The Concessionaire must pay to the Grantor in advance and in the manner directed by the Grantor the Concession Fee and the Management Fee plus GST on the Fee Payment Date(s) as specified in Item 9 of Schedule 1.
- 3.2. If payment is not made within 14 days of the Fee Payment Date then the Concessionaire must pay interest on the unpaid Fees from the Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 11 of Schedule 1.
- 3.3. The Grantor must review the Concession and Management Fee on the Fee Review Date specified in Item 10 of Schedule 1. If the concessionaire gives notice of its intention to dispute the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the new fee, the process in condition 10 applies, with the exception of referral to the Disputes Tribunal (which Tribunal has no jurisdiction in relation to fees).

#### **4. Protection of Environment**

- 4.1. Except for the purposes that are approved by this Concession, or except as otherwise approved in writing by the Grantor, the Concessionaire must not, whether by act or omission:
  - (a) interfere with, remove, damage, or endanger any natural feature, animal, plant, or historic resource on the Land; or
  - (b) bring any plant, animal, or firearm 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 it may obstruct the public or create a nuisance; or
  - (e) conduct any noxious, noisome, dangerous or offensive activity on the Land.
- 4.2. The Concessionaire must:

- (a) take all reasonable precautions to ensure no fire hazard arises from its carrying out of the Concession Activity;
  - (b) not light or permit to be lit any fire on the Land;
  - (c) not store, or permit to be stored, fuel or other combustible materials on the Land without the prior written permission of the Grantor. Any storage of fuel and combustible materials must comply with the Hazardous Substances and New Organisms Act 1996;
  - (d) comply at all times with any of the Grantor's requirements for fire warning and safety equipment and for fire-fighting equipment to be kept on the Land.
- 4.3. Having regard to the Concession Activity, the Concessionaire must adhere to the international "Leave No Trace" Principles ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).
- 4.4. The Concessionaire must comply with all guidelines and notices issued by Biosecurity New Zealand on measures to avoid spreading the pest organism *Didymosphenia geminata* ("Didymo"), and/ or any other pest organism.
- 4.5. The Concessionaire must comply with any direction by the Grantor to install and use new technology that enables a reduction in any adverse environmental effect of the Concession Activity, provided the Concessionaire can purchase and use that new technology without unreasonable cost (i.e. a cost greater than \$1,000 plus GST).
5. **Health and Safety**
- 5.1. The Concessionaire must operate under this Concession in a safe manner and must comply with the Health and Safety at Work Act 2015, Regulations under that Act, and all other provisions or requirements of any competent authority.
- 5.2. The Concessionaire must:
- (a) eliminate risks to health and safety so far as is reasonably practicable; and
  - (b) if it is not reasonably practicable to eliminate risks to health and safety, minimise those risks so far as is reasonably practicable.
  - (c) record and report to the Grantor all accidents or incidents involving serious harm within 24 hours of their occurrence and forward a written investigation report to the Grantor within 3 working days of the accident or incident occurring;
  - (d) at the request of the Grantor, make available for interview any of the Concessionaire's directors, employees, servants or agents who in the opinion of the Grantor might assist any investigation by the Grantor into the cause of any such serious harm accident or incident.
- 5.3. The Concessionaire must notify the Grantor as soon as practicable of any natural event or activity on the Land or the surrounding area of which it is aware, and which may endanger the public or the environment.
6. **Indemnities and Insurance**
- 6.1. The Concessionaire uses the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.



- 6.2. The Concessionaire indemnifies the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 6.3. This indemnity continues after the expiry or other determination of this Concession in respect of those acts or omissions occurring or arising before its expiry or determination.
- 6.4. The Grantor is not liable for and does not accept any responsibility for damage to or interference with the Land, the Concession Activity or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 6.5, such damage or interference is caused by any wilful act or omission of the Grantor, or the Grantor's employees, agents or contractors.
- 6.5. Where the Grantor is found to be liable in accordance with clause 6.4, the total extent of the Grantor's liability is limited to \$1,000,000.
- 6.6. Despite anything else in clause 6 neither the Grantor nor the Concessionaire is liable for any indirect or consequential damage or loss howsoever caused.
- 6.7. Without prejudice to or in any way limiting its liability under this clause 6 the Concessionaire, at the Concessionaire's expense, must take out and keep current with a substantial and reputable insurer, policies for insurance and for amounts not less than the sums specified in Item 12 of Schedule 1.
- 6.8. After every three year period of the Term the Grantor may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under clause 6.7. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 6.9. The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
  - (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
  - (b) a copy of the current certificate of such policies.

## 7. **Compliance**

- 7.1. The Concessionaire must comply where relevant:
  - (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part 2A of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, or any general policy statement made under the Conservation Act 1987; Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and

- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, the Wild Animal Control Act 1977 and any other Act, ordinance, regulation, bylaw, or other enactment (collectively the “Legislation”) affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
  - (c) with all notices and requisitions of any responsible authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity.
- 7.2. The Concessionaire must comply with all conditions imposed by the Grantor in granting this Concession and supply the Grantor with evidence of compliance within three working days of a written request by the Grantor.
- 7.3. A breach or contravention by the Concessionaire of:
- (a) a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 7.1(a); or
  - (b) any legislation affecting or relating to the Land or affecting or relating to the Concession Activity;
- is deemed to be a breach of this Concession.
- 7.4. The Concessionaire, and any pilot of an aircraft operating under this Concession, must:
- (a) hold the applicable aviation documents and privileges to conduct the Concession Activity under the Civil Aviation Act 1990 and Rules made under that Act; and
  - (b) comply with all Civil Aviation legal requirements applying to the Concession Activity; and
  - (c) produce to the Grantor (or the Grantor’s delegate), if so requested, and as soon as is reasonably possible, any document or privilege referred to in this clause 7.4(a) and (b).

## **8. Suspension**

- 8.1. If, in the Grantor’s opinion, there is a temporary risk to any natural or historic resource on, or in the vicinity of, the Land or to public safety, whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way including from the activities of the Concessionaire, then the Grantor may suspend this Concession.
- 8.2. If, in the Grantor’s opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor’s satisfaction.
- 8.3. The Grantor may suspend, without prejudice to any of its other rights, the Concession for such period as the Grantor determines where the Concessionaire has breached any condition of this Concession.
- 8.4. The Grantor may suspend this Concession while the Grantor investigates:
- (a) any circumstance contemplated in clauses 8.1 and 8.2, or

- (b) any potential breach of the Concession under clause 8.3, or
  - (c) any possible offence by the Concessionaire, whether or not related to the Concession Activity, under the Conservation Act 1987 or any Act mentioned in Schedule 1 of the Conservation Act; or
  - (d) any possible offence by the Concessionaire under any other legislation affecting or relating to the Land or which, in the Grantor's sole opinion, relates to the Concession Activity.
- 8.5. The Grantor may suspend this Concession while any responsible authority, including the Grantor, undertakes an investigation into the cause of any accident or incident involving serious harm and reported to the Grantor under clause 5.2(c); or while any other responsible authority is undertaking an investigation into a possible offence by the Concessionaire affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity.
- 8.6. The word "investigates" in clauses 8.4 and 8.5 includes the laying of charges and awaiting the decision of the Court.
- 8.7. The Grantor must notify any suspension of the Concession to the Concessionaire as soon as reasonably practicable. Such suspension may be in full or in part and shall not take effect until the Grantor has notified the Concessionaire.
- 8.8. During any period of suspension arising under clauses 8.1 or 8.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 8.9. The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 8 including loss of profits.

## **9. Termination**

- 9.1. The Grantor may terminate this Concession either in whole or in part:
- (a) by 5 working days' notice to the Concessionaire if any Fee or other money payable to the Grantor under this Concession is in arrears and unpaid for 14 days after any day appointed for payment whether it has been lawfully demanded or not; or
  - (b) by 14 days' notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
    - (i) the Concessionaire breaches any terms of this Concession and, in the Grantor's sole opinion, the breach is able to be rectified; and
    - (ii) the Grantor has notified the Concessionaire of the breach; and
    - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification, or such earlier time as specified by the Grantor; or
  - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any condition of this Concession and, in the sole opinion of the Grantor, the breach is not capable of being rectified; or
  - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 5 or 6.7, including where an enquiry into an incident or accident reported by the Concessionaire in accordance with clause 5.2(c) by a responsible authority reveals that a reasonable standard of safety was not maintained, and/or the Concessionaire was negligent; or
  - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct

- the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
- (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under either:
- (i) the Conservation Act 1987 or any of the Acts listed in Schedule 1 of the Conservation Act; or
  - (ii) any other legislation affecting or relating to the Land or which, in the Grantor's sole opinion, affects or relates to the Concession Activity; or
- (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor
- (i) is dissolved; or
  - (ii) enters into any composition with or assignment for the benefit of its creditors; or
  - (iii) is adjudged bankrupt; or
  - (iv) being a company, has a receiver appointed; or
  - (v) is put into liquidation; or
  - (vi) is placed under statutory management; or
  - (vii) has a petition for winding up presented against it; or
  - (viii) is otherwise unable to pay its debts as they fall due; or
  - (ix) the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or
  - (x) the Concessionaire ceases to function or operate; or
- (h) immediately if there is, in the sole opinion of the Grantor:
- (i) a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity; or
  - (ii) from natural causes such as earthquake, land slip, volcanic activity, flood, or
  - (iii) arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.
- 9.2. The Grantor may exercise its power to terminate under clause 9.1(h) without giving notice.
- 9.3. 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.
- 9.4. Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

## **10. Dispute Resolution**

- 10.1. If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

- 10.2. If a 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 the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 10.3. If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator, the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 10.4. The arbitrator must include in the arbitration award reasons for the determination.
- 10.5. The decision of the Disputes Tribunal or of the arbitrator is to be final, subject to any remedies available to either party under the Disputes Tribunal Act 1988 or Arbitration Act 1996.
- 10.6. Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

## **11. Assignment**

- 11.1. Notwithstanding any other provision of this Concession, the Concessionaire must not transfer, sub-licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire's entering into a contract or any other arrangement of any type whereby the Concession Activity would be carried out by a person other than the Concessionaire) without the prior written consent of the Grantor.
- 11.2. Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 11.3. If the Grantor gives consent under this clause, the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and must procure from the transferee, contractor, agent or assignee a covenant to be bound by the terms and conditions of this Concession.
- 11.4. The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 11.5. If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire which would alter the effective control of the Concessionaire requires the consent of the Grantor.

## **12. Notices**

- 12.1. Any notice to be given under this Concession which is required to be in writing is to be made by personal delivery, email or by pre-paid post to the receiving party at the address or email address specified in Item 13 of Schedule 1. Any such notice is to be deemed to have been received:
  - (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of email, on the date of dispatch if that day is a working day and the email is received prior to 5 pm, otherwise on the next working day;
  - (c) in the case of post, on the 3<sup>rd</sup> working day after posting.

**13. Costs**

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

**14. Grantor's Consent or Approval**

- 14.1. Where the Grantor's consent or approval is expressly required under this Concession, the Concessionaire must seek that approval or consent for each separate time it is required even if the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

**15. Conditions Relating to the Concession Activity**

- 15.1. This Concession does not give the Concessionaire any priority over other users of the Land to use huts or other public facilities on the Land.
- 15.2. The Concessionaire must not capture or kill any wild animal with a radio-tracking device attached by a neck collar. If an animal with a collar is shot, the Concessionaire must advise the nearest Department of Conservation Office within three days and return the collar to the office as soon as reasonably practicable.
- 15.3. The Concessionaire must not discharge a firearm during the hours of darkness or conduct spotlighting operations or use night vision sights or other related equipment.
- 15.4. If the Grantor notifies the Concessionaire during the term of this Concession that a ban on lead is to take effect from a stated date, from that stated date the Concessionaire must not use ammunition containing lead while undertaking the Concession Activity.
- 15.5. Before commencing the Concession Activity, the Concessionaire must obtain Concessionaire Identification cards from the Grantor. The Concessionaire, its employees and any person acting under the authority of the Concession must carry and display a Concessionaire Identification card when carrying out the Concession Activity. The Concessionaire must obtain sufficient cards to ensure all its employees and people acting under the authority of the concession can carry and display such cards when undertaking the Concession Activity. The Grantor will supply replacements for lost cards to the Concessionaire at the Concessionaire's cost.
- 15.6. The Concessionaire may only use aircraft specified in Item 3 of Schedule 1 of this Concession, or any other aircraft approved in writing by the Grantor, to conduct the Concession Activity. The Concessionaire may seek the Grantor's approval to use alternative aircraft by notifying the Grantor of the make, model, registration, and colour(s), of the alternative aircraft and the dates on or from which approval is sought to use the alternative aircraft.
- 15.7. Prior to undertaking any flight (take-off and landing) under this Concession, any pilot in command of aircraft on behalf of the Concessionaire must review this Concession.
- 15.8. Subject to compliance with Civil Aviation Rules, the Grantor may send any officer of the Department of Conservation to observe any of the activities authorised by this Concession for the purpose of assessing the effects of the Concession Activity where

reasonable. The Concessionaire must comply with this request so far as practicable.

- 15.9. The Concessionaire must avoid, whenever practicable, overflying tramping routes, tracks and other visitor facilities.
- 15.10. The Concessionaire must, where a helicopter is used in carrying out the Concession Activity, adhere to the Helicopter Association International “Fly Neighbourly” Guide at all times.
- 15.11. The Concessionaire must contact and adhere to the procedures of any relevant aircraft user group (e.g. the Mount Cook and Westland National Parks User Group, or the Queenstown Milford User Group) which operates in the area in which the Concessionaire intends to carry out the Concession Activity.
- 15.12. The Concessionaire does not have priority use of any landing site on the Land and may only land at a landing site that is clear of other users, including recreationalists. If any other aircraft is on a site, the Concessionaire’s aircraft may land there only if no hazard is caused to the other aircraft and Civil Aviation Rules are complied with.

## **16. General Land Exclusions/ Inclusions**

- 16.1. Notwithstanding any other provision of this Concession, whenever the Grantor, at the Grantor’s sole discretion, considers it reasonable or necessary to do so, the Grantor may restrict or not permit the Concession Activity in specified locations and for specified periods.
- 16.2. The Grantor will notify the Concessionaire in writing of any decision to restrict or not permit the Concession activity. Such notification will include the relevant dates during which the concession activity is restricted or not permitted, and may include an updated set of maps (in electronic or other format) indicating that the relevant areas are “Restricted” or “Not Permitted”.
- 16.3. The Concessionaire must not carry out the concession activity in contravention of any notice given under condition 16.2 of this Clause 16.
- 16.4. The Grantor is not liable to the Concessionaire for any loss which may be sustained by the Concessionaire by reason of any action being taken under this clause 16, including loss of profits.

## **17. Special Conditions**

- 17.1. Special conditions are set out in Schedules 3, 4, 5 and 6.
- 17.2. The standard conditions in this Schedule 2 are subject to the special conditions.

## **18. The Law**

- 18.1. This Concession is governed by New Zealand law.

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **Information requirements**

1. The Concessionaire must record a continuous Global Positioning System (GPS) flight track log and flight track of all flights conducted while undertaking the Concession Activity. The Concessionaire must retain such data for the duration of this Concession.
  - a. Continuous GPS flight track logs must be reasonably accurate with no more than 10 second intervals.
  - b. The Concessionaire must not turn off the GPS devices recording the flight track log while undertaking the Concession Activity in airspace over Public Conservation Land.
  - c. In the event of any outage or malfunction of the GPS, the Concessionaire must manually record the flight track and the animal kill count and log the relevant locations and coordinates as accurately as reasonably practicable. That data must be provided for inspection on the same terms and conditions as apply to the electronic data.
2. The Concessionaire must record GPS waypoints of locations where all animals are shot and recovered while undertaking the Concession Activity. One waypoint is to be recorded for each one animal shot. The Concessionaire must retain that data for the duration of this Concession.
3. The Concessionaire must, within three working days of receiving a request in writing from the Grantor for compliance purposes, supply;
  - a. The Grantor with any specified GPS flight track logs recorded by the Concessionaire under this Concession; or/and
  - b. The Grantor with the waypoint locations of all animals shot under this concession.
4. If the Concessionaire refuses without good reason to supply information requested by the Grantor under Schedule 3, Clause 3, then the Concession can be suspended pending compliance.
5. The Concessionaire must advise the Grantor of any changes to aircraft prior to using different aircraft as part of the activity.

#### **Activity Return Information**

6. The Concessionaire must provide the Grantor Activity returns (as set out in Schedule 4) with all required information. Such returns are to be emailed to [TransactionCentre@doc.govt.nz](mailto:TransactionCentre@doc.govt.nz) within seven working days of the end of April and August (two returns annually). Notwithstanding schedule 3, special condition 9, the Grantor may only use this information for compliance and/or conservation management purposes only.

Required information includes all fields of the Schedule 4 Activity Return Form and the information below:

- a. Total tahr and chamois trophies killed over the specified period.
  - i. Including GPS records, in an electronic form (either GPX or XLS) of all trophies killed, including numbers of animals and GPS coordinate locations where animals were killed and recovered from.
- b. Total number of hunting clients, number of helicopter flights, number of client companions, sex and species of each trophy killed and recovered.



7. The expression “Conservation management purposes” as used in these special conditions means the control of wild animals and the better co-ordination of control measures on public conservation land (e.g. national vegetation monitoring programme, wild animal population densities).
8. The Grantor will assess the Activity Return information provided by the Concessionaire to determine the total number of animals the Concessionaire has killed for the purposes of determining Concession Activity Fees (as set out in Schedule 1, Item 7).

### **Information Use Restrictions**

9. Other than as set out above, the Grantor will not supply the information about the Concessionaire’s operation, obtained under the Schedule 3 special conditions to any third party other than a regulatory or enforcement agency (e.g. Civil Aviation Authority, WorkSafe New Zealand). This special condition is subject to the Official Information Act 1982 including having regard to any potential prejudice to the commercial position of the Concessionaire.

### **Offsets and culling**

10. The Concessionaire is to cull 5 female or juveniles for every trophy animal killed and recovered across all public conservation land (unless specified otherwise). This culling is an offset/environmental contribution in Schedule 1, Item 2.
11. As per Schedule 3, Clause 6, the Activity Returns will determine the Concessionaire’s total number of annual environmental contributions.
12. All environmental contributions are to be completed in accordance with the directions of the Grantor. The Grantor will liaise with the Concessionaire to determine the suitable location and timeframe for the required offset/environmental contribution. The Grantor retains discretion to allocate/direct offsets to areas of greatest conservation value and take into account priorities within the Tahr Control Operation Plan. Practicalities such as where trophies were taken, proximity to the Concessionaire and the density of animals likely to be encountered will be considered when allocating/directing offsets.
13. The Concessionaire must provide to the Grantor the total number of offset animals culled and the GPS waypoint location of each culled animal by 9 February annually; culling of offset animals should follow the conditions the permit and the AATH code of practice listed below. The Grantor may specify the recording and reporting format for offset animal data.

### **Review conditions**

14. Where the total number of animals the Concessionaire has killed or captured on the Land is nil, the Grantor may, at the Grantor’s sole discretion after giving the Concessionaire 14 days’ notice, terminate the Concession in whole or part.
15. In considering whether to terminate the Concession under Schedule 3, Condition 14, the Grantor must have regard to any matters raised by the Concessionaire (including factors outside the Concessionaire’s control and any extenuating personal circumstances).

### **Code of Practice – Aerially Assisted Guided Hunting**

16. Refuelling of aircraft. Where remote refuelling does occur:
  - a. A spill kit must be present at all times,
  - b. A fire extinguisher must be present on site,

- c. Refuelling operations shall not occur within 50 meters of any waterway,
  - d. Any spill incident shall be reported to the local District Office as soon as is practicable.
17. Carcass disposal. Where trophies can be skinned, gutted, or processed in the field:
    - a. No skinning, gutting, processing, will occur within:
      - i. 50m of any waterway,
      - ii. 100m of any recognised track,
      - iii. 500m of any recognised ODC hut, bivvy, or formal shelter.
    - b. These rules apply to the leaving of any skin, offal, or carcass in the field.
  18. Attempt to avoid flying along the ridge line of main mountain ranges where the noise effect is across two catchments rather than one.
  19. Avoid overflying or flying alongside well-known high use walking tracks or any Recreational Hunting Area.
  20. Flyovers to assess recreational activity in a catchment can in itself create conflict as well as increases noise impacts in remote locations and should be avoided.
  21. Attempt to avoid all known huts and campsites remaining at least 500 ft above the building and in line with Civil Aviation Authority practice. The assumption will be that the hut or campsite is occupied.
  22. When hunting and recreational users are visually located nearby, the Concessionaire must promptly relocate to another area.
  23. The Concessionaire should reduce impact of transporting carcasses beneath the aircraft by either carrying them with a pod or by dropping the carcasses at the closest collection point.
  24. The Concessionaire must not carry out, or authorise, any form of hazing, wilful, or reckless ill-treatment of wild animals or animals in wild state (being the persecution, harassment or maltreatment of wild animals using a helicopter).

### **Other**

25. The Concession does not confer on the Concessionaire the right to take additional capes. A separate approval from the Grantor must be obtained to take capes.
26. The Concessionaire may take photographs relating to the hunt at the hunting site but may not undertake additional landings for photography purposes.

### **Climate change**

27. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from aircraft conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage, and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.

28. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
29. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government, or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.
30. Before amending the conditions of this Concession in accordance with special condition 29, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions and notifying the Concessionaire.
31. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with special condition 30 or any later date specified in the Revised Conditions.

### **Olivine Wilderness Area**

32. At least one month prior to initially undertaking the activity in the Olivine Wilderness Area, the Concessionaire must seek confirmation from the Operations Manager, South Westland or Central Otago, that the activity is deemed to be of management benefit at this place in the upcoming season. Thereafter, at least 5 days prior to undertaking the activity in the Olivine Wilderness Area, the Concessionaire must notify the Operations Manager, South Westland or Central Otago, of their intention to do so. At the Operations Manager's sole discretion, should there be potential for significant conflict or adverse effects on other users, the Operations Manager may deny entry to the concessionaire for a specified period by written reply.
33. The following criteria must be met when undertaking the activity within the Olivine Wilderness Area:
  - a) The activity only occurs at a time when it is very unlikely that other people will be in the area and is unlikely to have any adverse effects on existing recreational opportunities in the area, and the adverse effects on wilderness qualities and on natural quiet are mitigated against as far as possible and are temporary in nature.
  - b) The activity will not occur between 1 October and 30 April.
  - c) The activity will not occur within 500 horizontal metres of each side of the Gillespie Pass Circuit Track (Young, Siberia, Wilkin Valleys) and the West Matukituki, Routeburn and Dart/Rees Tracks.
  - d) A separate annual report must be provided to the Grantor no later than 30 June each year. It must include a record of animals killed, including any offsets, and an assessment of any adverse effects of this activity on other visitors.



## 2024-2025 AATH – Land Schedule

<b>Land A</b> (unaffected by ballots or where AATH is still allowed during)	<b>Open for the period specified, excluding the killing of any deer species between 29 March and 15 April and the four days of Easter when they fall outside this period.</b>	
<b>Block ID</b>	<b>Protected area</b>	<b>Access dates</b>
CA01	St James Conservation Area – St James Range	1 June – 31 August
CA02	St James Conservation Area – Spenser Mountains	26 April – 31 August
CA03	The Hossack Conservation Area, Snowden Scenic Reserve, Tinline Downs Conservation Area	10 February – 31 August
CA04	Hanmer Forest Park, Woodbank Conservation Area, Lochiel Conservation Area, Lake Sumner Forest Park	10 February – 31 August
CA05	Lake Sumner Forest Park, Island Hills Conservation Area	10 February – 31 August
CA06	Lochinvar Forest Conservation Area	10 February – 31 August
CA07	The Den Conservation Area, Seaward Forest Conservation Area, Puketeraki Forest Conservation Area	10 February – 31 August
CA08	Central Southern Alps Wilberforce Conservation Area	10 February – 31 August
CA09	Rangitata/Rakaia Head Waters Conservation Area	10 February – 31 August
CA10	Rangitata/Rakaia Head Waters Conservation Area	10 February – 31 August
CA11	Hakatere Conservation Park, Rangitata/Rakaia Head Waters Conservation Area, Te Kahui Kaupeka Conservation Park	10 February – 31 August
CA12	Double Hill Conservation Area, Hakatere Conservation Park	10 February – 31 August
CA13	Te Kahui Kaupeka Conservation Park	1 May – 31 August
CA14	Aoraki Mt Cook National Park	10 February – 31 August
CA15	Mt Cook Station Conservation Area, Liebig Range/Upper Jollie/ Cass Conservation Area, Godley Peaks Conservation Area, Braemar Conservation Area	10 February – 31 August
CA16	Ruataniwha Conservation Area	10 February – 31 August
CA17	Ruataniwha Conservation Area	10 February – 31 August
CA18	Ahuriri Conservation Park	1 May – 31 August
NM01	Mt Richmond Forest Park	10 February – 31 August
NM02	Mt Richmond Forest Park	10 February – 31 August

NM03	Leatham Conservation Area, Rainbow (Run) Conservation Area	10 February – 31 August
NM04	Rainbow (Run) Conservation Area	10 February – 31 August
NM05	Ka Whata Tu O Rakihouia Conservation Park	10 February – 31 August
NM06	Ka Whata Tu O Rakihouia Conservation Park, Mount Manakau Scenic Reserve, Jordan Stream Scenic Reserve	10 February – 31 August
OT03	Shotover Conservation Area, Black Peak Conservation Area	10 February – 31 August
OT04	Shotover Conservation Area	10 February – 31 August
OT05	Part Mount Aurum Recreation Reserve	10 February – 31 August
OT06	Mt Aspiring National Park CMS Backcountry zones	1 May – 31 August
SO01	Conservation Area – Mavora Park	1 May – 31 August
SO02	Conservation Area – Mavora Park	1 May – 31 August
WCo1	Conservation Area – Lyell Range – Radiant Range	10 February – 31 August
WCo2	Victoria Forest Park	10 February – 31 August
WCo3	Victoria Forest Park, Lewis Pass Scenic Reserve	10 February – 31 August
WCo4	Victoria Forest Park	10 February – 31 August
WCo5	Otira-Kopara Forest Conservation Area, Victoria Forest Park	10 February – 31 August
WCo6	Granville Forest Conservation Area, Mount Harata Ecological Area	10 February – 31 August
WCo7	Otira-Kopara Forest Conservation Area	10 February – 31 August
WCo8	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
WCo9	Lake Kaniere Scenic Reserve, Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
WCo10	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
WCo11	Conservation Area – Wanganui / Otira Catchments	10 February – 31 August
WCo12	Conservation Area – Wanganui / Otira Catchments, Conservation Area – Waitangi Forest, Conservation Area – Totara – Mikonui Forests	10 February – 31 August
WCo13	Conservation Area – Waitangi Forest, Conservation Area – Waitaha Forest	10 February – 31 August
WCo14	Conservation Area – Waitangi Forest, Conservation Area – Cook River to Haast River	10 February – 31 August
WCo15	Waitangi Forest Conservation Area	10 February – 31 August
WCo16	Westland National Park	10 February – 31 August

WC17	Westland National Park – Karangarua Range & Sierra Range ridgeline & northwards	10 February – 31 August
WC18	Conservation Area – Cook River to Haast River	10 February – 31 August
WC19	Westland National Park – South of Karangarua Range & Sierra Range ridgeline	14 June – 31 August
WC20	Conservation Area – Cook River to Haast River	10 February – 31 August
WC21	Conservation Area – Cook River to Haast River	10 February – 31 August
WC22	Conservation Area – Cook River to Haast River	10 February – 31 August
WC23	Conservation Area – Cook River to Haast River	10 February – 31 August
WC24	Conservation Area – Cook River to Haast River	10 February – 31 August
WA02	Hooker-Landsborough Wilderness Area	10 February – 31 August
	Olivine Wilderness Area	1 May – 31 August (subject to special conditions 31 and 32)
<b>Land B</b> (where AATH is prohibited during ballots)	<p><b>Open for the period specified, excluding all AATH activity where and when deer roar ballots apply or where and when tahr ballots apply. Where ballots do not apply, only the Land A deer killing exclusion applies. Ballot dates are subject to change annually and can be found here:</b></p> <p><b>Tahr ballot:</b> <a href="https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/tahr/hunting-seasons/hooker-landsborough-and-adams-tahr-ballot/">https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/tahr/hunting-seasons/hooker-landsborough-and-adams-tahr-ballot/</a></p> <p><b>Haast roar ballot:</b> <a href="https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/deer/red-deer/haast-roar-block-system/">https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/deer/red-deer/haast-roar-block-system/</a></p> <p><b>Wanaka roar ballot:</b> <a href="https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/deer/red-deer/wanaka-roar-block-system/">https://www.doc.govt.nz/parks-and-recreation/things-to-do/hunting/what-to-hunt/deer/red-deer/wanaka-roar-block-system/</a></p>	
OT01	Hāwea Conservation Park excluding CACH (ex Dingle Burn)	10 February – 31 August
OT02	West Wanaka Conservation Area, Mt Alta Conservation Area	10 February – 31 August
WA01	Hooker-Landsborough Wilderness Area	10 February – 31 August
WAH/L	Hooker-Landsborough Wilderness Area	14 June – 31 August
	Adams Wilderness Area	14 June – 31 August
WC25	Conservation Area - Arawhata	10 February – 31 August



**SCHEDULE 5**  
**Activity Return Form**

Date	Aircraft Registration	Guiding Company and Name of Guide(s)	No. of Hunting Clients	No. of Companions	Sex and Species of each trophy animal killed and recovered	Waypoint Number	Co-ordinates (if no electronic .gpx file supplied)		Electronic record attached (YES / NO)
							Northing	Easting	
21/03 /2021	ZK-XXX	ABC Trophy Hunting Jack Jones (guide)	1	1	Male tahr Female chamois	001 002			YES
17/04 /2023	ZK-XXX	Western Hunts Ltd, Billy Boy (guide)	2	0	Male tahr Male tahr	003 004			YES

Activity Return Information (from Schedule 3)

The Concessionaire must submit to the Grantor an activity return in this form within 7 working days of the end of April and August (as per Schedule 3, **Clause 6**). Once received by the Grantor, individual returns will be amalgamated to preserve confidentiality for reporting purposes. The Grantor may use this information for management and decision-making purposes, including but not limited to assessing the intensity of the activity across the landscape, to inform management planning and to provide reports to the public.

As per Schedule 3, **Clause 6(a)(i)** the Concessionaire must submit an electronic file in either gpx or xls format at the same time as the activity return form, which is to include GPS records of locations where all trophy animals were killed and recovered. The file and Activity Return are to be emailed to the Grantor **at [transactioncentre@doc.govt.nz](mailto:transactioncentre@doc.govt.nz)**.