



**Concession Document – Wild Animal Recovery Operation Permit**

**South Island Schedule: *Deer, pig, chamois and goat carcass recovery and live capture of deer only***

**THIS CONCESSION** is made this        day of        2015.

**PARTIES:**

1. **Minister of Conservation**, (the Grantor)
2.        (the Concessionaire)

**BACKGROUND**

- A. The Grantor administers and manages the public conservation lands 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 land that is:
  - a conservation area;
  - a national park;
  - a reserve (but not a reserve vested in an administering body)
  - a wildlife sanctuary, wildlife refuge or wildlife management reserve under the Wildlife Act 1953
  - 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 Document.
- 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 in this Document and 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 **WILD ANIMAL RECOVERY OPERATION PERMIT** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document and its Schedules as listed below:

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

Schedule 2: Standard Conditions

Schedule 3: Special Conditions – Deer, pig, chamois and goat carcass recovery and live deer capture only

Schedule 4: Permitted Zones Roar and Christmas Closure Periods

Schedule 5: Restricted Zones with Special Conditions over the land.

<p>SIGNED on behalf of the Minister of Conservation by</p> <hr/> <p>Michael Slater <b>Acting Deputy Director-General Conservation Services</b></p> <p>acting under delegated authority in the presence of:</p> <hr/> <p>Witness Signature</p> <hr/> <p>Witness Name</p> <hr/> <p>Witness Occupation</p> <hr/> <p>Witness Address</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>SIGNED by <i>[insert name of Concessionaire if an individual]</i></p> <hr/> <p>in the presence of:</p> <hr/> <p>Witness Signature</p> <hr/> <p>Witness Name</p> <hr/> <p>Witness Occupation</p> <hr/> <p>Witness Address</p> <p>Or</p> <p>SIGNED by <i>[insert name of Company] Limited</i> by:</p> <hr/> <p>Director</p> <p><i>[insert name]</i></p> <hr/> <p>Director</p> <p><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 at the Companies Office and have confirmed that the Company has only one</i></p>
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*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

Or

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

*copy for information only - does not authorise any activity*

	_____ Authorised Signatory
	_____ Authorised Signatory

*copy for information only - does not authorise any activity*

## SCHEDULE 1

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

1.	<b>Land</b>	<p>The land over which the Concession Activity is authorised being that land identified on the attached CD dated 1 July 2015, which shows areas of land zoned as:</p> <ul style="list-style-type: none"> <li>• “Permitted” (coloured green)</li> <li>• “Restricted” (coloured orange)</li> </ul> <p>Other than in relation to paragraph (g), the Concession Activity <b>MUST NOT</b> take place on any land zoned as:</p> <ul style="list-style-type: none"> <li>• “Not Permitted” (coloured red)</li> </ul> <p>In relation to paragraph (g) <b>ONLY</b> the Concession Activity may occur at additional sites on the Land including land zoned as “Not Permitted” where these sites are legally accessible by motor vehicle, such as car parks and formed roads.</p>
2.	<b>Concession Activity</b> <i>(clause 1)</i>	<p>The use of aircraft (whether or not for hire or reward) to carry out one or more of the following activities:</p> <ol style="list-style-type: none"> <li>(a) the searching for, shooting, or immobilising of deer</li> <li>(b) the searching for, shooting of pig, goat and chamois.</li> <li>(c) The recovery of dead deer, pig, goat, chamois or any part of such deer (including velvet), pig, goat, chamois for supply to a MPI registered processing facility:</li> <li>(d) The recovery of dead deer, pig, goat, chamois or any part of such deer (including velvet), pig, goat, chamois for the personal consumption of the Concessionaire or its employees, only where undertaking the activity in (c).</li> <li>(e) The capture and conveyance of live deer only:</li> <li>(f) The carriage of persons, supplies, equipment, firearms, ammunition, or other things that may be used for the purposes of paragraph (a) or paragraph (b) or paragraph (c) or paragraph (d) or paragraph (e):</li> <li>(g) The use of aircraft to facilitate the offloading of recovered deer, pig, goat, or chamois carcasses to a refrigerated truck or similar vehicle for transport.</li> </ol> <p><b>BUT EXCLUDING THE FOLLOWING ACTIVITIES</b></p> <ol style="list-style-type: none"> <li>(1) Live capture or carriage of other species of live wild animals including pig, goat, and chamois.</li> <li>(2) Carriage of any other species of wild animal</li> <li>(3) Carriage of recreational hunters involved with the searching for, shooting or immobilising and recovery of wild animals (e.g. heli-hunting)</li> <li>(4) Carriage of ground-based hunters who are not employees of the Concessionaire</li> <li>(5) Carriage of individuals who are providing a guided hunting service</li> <li>(6) Carriage of any passenger other than employees of the Concessionaire who are engaged in the Concession Activity</li> <li>(7) Subject to (d) above the recovery of wild animals for the purpose of personal consumption</li> </ol>

		(8) Recovery of wild animals for trophy mounting purposes
3.	<b>Aircraft type</b> (clause 15)	The Concessionaire must provide the following details for all aircraft to be used to undertake the Concession activity, prior to the Concession Activity being undertaken: <b>Aircraft make and model:</b> <b>Registration number:</b> <b>Colour:</b>
4.	<b>Term</b> (clause 2)	3 years commencing on 1 July 2015
5.	<b>Renewal(s)</b> (clause 2)	Nil
6.	<b>Final Expiry Date</b> (clause 2)	30 June 2018
7.	<b>Concession Fee</b> (clause 3)	\$0.00 per annum plus GST <i>In reliance upon section 17X(f)(i) of the Conservation Act 1987 a Concession Fee is not required</i>
8.	<b>Management Fee</b> (clause 3)	\$1,000 per annum plus GST
9.	<b>Fee Payment Date</b> (clause 3)	1 July annually in advance
10.	<b>Fee Review Date (s)</b> (clause 3)	Does not apply
11.	<b>Penalty Interest Rate</b> (clause 3)	10% per annum
12.	<b>Insurance</b> (To be obtained by Concessionaire) (clause 6)	A. <b>Types and amounts:</b> (a) General Public Liability for an amount no less than NZ\$2,000,000 including Forest & Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000. (b) Third Party Motor Vehicle Liability for an amount no less than NZ\$1,000,000. (c) Aviation Legal Liability for an amount of no less than NZ\$2,000,000 including Forest & Rural Fires Act Extension with this extension having a sub-limit of no less than NZ\$1,000,000. B. <b>Other Policies and amounts:</b> n/a Certificates of Insurance Received: Yes/No [delete as appropriate]
13.	<b>Addresses for Notices</b> (clause 12)	The Grantor's address is: Department of Conservation 70 Moorhouse Avenue Addington Christchurch 8011

		<p>Phone: 03 371 3700</p> <p>Email: permissionschristchurch@doc.govt.nz</p> <p><i>NB: Use street address only</i></p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone:</p> <p>Email:</p> <p><i>NB: Use street address only</i></p>
14.	<b>Special Conditions</b> <i>(clause 17)</i>	See Schedules 3, 4 and 5.

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

*copy for information only - does not authorise any activity*

## 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 under this Concession 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 set out 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 is to 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 Concession and Management Fee are to be reviewed by the Grantor on the Fee Review Date specified in Item 10 of Schedule 1. Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review. If the parties cannot so agree then the provisions of clause 10 apply.

#### 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 the natural features, animals, plants, or historic resources on the Land; or
  - (b) bring any plants, animals, or firearms 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 hazards arise 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 fuels or other combustible materials on the Land without the prior written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996;
  - (d) comply with any of the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.
- 4.3. Having regard to the Concession Activity, the Concessionaire must ensure it adheres 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 put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* ("Didymo"), and or any other pest organism identified during the term of this Concession.
5. Health and Safety
- 5.1. The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the performance of this Concession.
- 5.2. The Concessionaire must:
- (a) take all reasonable steps to protect the safety of all persons present on the Land in the vicinity of the Concession Activity; and
  - (b) take all reasonable steps to eliminate any dangers to the public of which the Concessionaire is aware; and
  - (c) record and report to the Grantor all accidents or incidents involving serious harm within 24 hours of their occurrence and forward an investigation report to the Grantor within 3 working days of the accident or incident occurring;
  - (d) at the request of the Grantor make available 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 is requested to notify the Grantor as soon as practicable of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

6. Indemnities and Insurance

- 6.1. The Concessionaire agrees to use 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 must indemnify 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 is to continue 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 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, 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 are 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 policies for insurance and for amounts not less than the sums specified in Item 12 of Schedule 1 with a substantial and reputable insurer.
- 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 1997, 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 relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 7.1(a) is deemed to be a breach of this Concession.

7.4. A breach or contravention by the Concessionaire of 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.

7.5. A breach or contravention by the Concessionaire of any notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity is deemed to be a breach of this Concession.

7.6. The Concessionaire, and any pilot of an aircraft operating under this Concession, must hold the applicable aviation document and privileges to conduct the Concession Activity under the Civil Aviation Rules and must comply with any and all Civil Aviation law requirements applying to the Concession Activity.

## 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 the activities of the Concessionaire or its employees, 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 the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.
- 8.4. The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 8.1 and 8.2, and also while the Grantor investigates any potential breach of the Concession under clause 8.3, or while the Grantor investigates any possible offence by the Concessionaire whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 8.5. The Grantor may suspend this Concession while any responsible authority, including the Grantor, is undertaking 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. Any suspension of the Concession may be in full or in part and shall be notified to the Concessionaire as soon as reasonably practicable.
- 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 to be 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 of the days 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 terms 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 or the Concessionaire's servants, employees or agents were 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 the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment 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 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; or
- (h) immediately if there is, in the opinion of the Grantor, 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 from natural causes such as earthquake, land slip, volcanic activity, flood, or 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 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 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. 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 entering into a contract or any other arrangement whatsoever 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 is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sub licensee, or assignee a covenant to be bound by the terms and conditions of this Document.
- 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 altering 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 then the Concessionaire must seek that approval or consent for each separate time it is required even though 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 confer on the Concessionaire the right to use huts or other public facilities on the Land in priority to other users of 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 accidentally shot the collar should be returned to the nearest Department of Conservation Office

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. 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 is to supply replacement cards to the Concessionaire on a cost recovery basis.

15.5. The Concessionaire must only use aircraft specified in Item 3 of Schedule 1 of this Concession Document, or as notified in advance to the Grantor, to conduct the Concession Activity. The Concessionaire must notify the Grantor of any changes to the aircraft make, aircraft model, aircraft registration, or aircraft colour(s) before carrying out the Concession Activity.

15.6. Prior to undertaking any flights (take off and landing) under this Concession, any pilot in command of the aircraft on behalf of the Concessionaire shall review this Concession.

15.7. Subject to compliance with Civil Aviation Authority 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.

15.8. The Concessionaire must avoid, where possible, overflying tramping routes, tracks and other visitor facilities.

15.9. 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.

15.10. Where appropriate the Concessionaire must contact and adhere to the procedures of any relevant aircraft user group such as the Mount Cook and Westland National Parks User Group.

15.11. The Concessionaire does not have priority use of any landing site located on the Land and may only land if such landing site is clear of other users including

recreationalists. If other aircraft users are present on the sites the pilot may land only if no hazard is caused and if Civil Aviation Authority regulations are complied with.

16. Land Exclusions

- 16.1. The Concessionaire acknowledges the Grantor in his or her discretion may at any time, on giving prior written notice to the Concessionaire, restrict any area of the Land or exclude any area of the Land from use under this Concession by the Concessionaire where the Grantor considers it is necessary to do so for any reason, and the Grantor must notify the Concessionaire of its reason for so doing accordingly.
- 16.2. The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of any action being taken under this Clause 16, including loss of profits.
- 16.3. Where in the Grantor's opinion the reason for excluding the area of the Land ceases to apply and there is no other reason for continuing to exclude the area from the Concessionaire's use, the Grantor must reinstate the area for use by the Concessionaire under this Concession and notify the Concessionaire of the reinstatement.

17. Special Conditions

- 17.1. Special conditions are set out in Schedules 3, 4 and 5.
- 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 – SOUTH ISLAND:**

#### **Deer, Pig, Goat, Chamois Carcass Recovery and Live Deer Capture Only**

##### Supplier contract requirements

1. During the term the Concessionaire must either hold a current supply contract, for the supply of deer, pig, goat, chamois carcasses, with a registered MPI processor or have a contract with a marketing entity which holds a current supply contract with a registered MPI processor.
2. Where the Concessionaire enters into a contract with a marketing entity, it shall be an essential condition of any such contract that the marketing entity holds a current supply contract for the supply of deer, pig, goat, chamois carcasses with a registered MPI processor at all times.
3. A relevant supply contract must remain current whenever the concession activity is undertaken and the Grantor may seek confirmation of this from any of the Concessionaire, the nominated processor, or, where relevant, the marketing entity at any time.
4. Evidence of a current supply contract (for the supply of deer, pig, goat, and chamois carcasses) with a registered MPI processor must be provided to the Grantor annually on 1 July. Where relevant evidence of a current contract by the Concessionaire with a marketing entity must also be provided by 1 July.
5. The Concessionaire must not take any wild animal that has been hunted or killed in an area defined within the Department of Conservation Pesticide Summaries where it specifies “pesticides have been laid”.
6. The Concessionaire authorises the Grantor to contact the MPI primary processor or marketing entity to update any relevant changes to any supply agreement if required.

##### Information requirements

7. The Concessionaire must record a Global Positioning System (GPS) flight track log of all flights conducted while undertaking the concession activity. Recording intervals are to be in line with MPI specifications. This data must be stored in line with MPI specifications. The Concessionaire must retain such data for the duration of this Concession.
8. The Concessionaire must record all GPS waypoints of all animals shot or captured while undertaking the concession activity. One waypoint recorded is to equal one animal captured or shot in line with MPI specifications. The Concessionaire must retain such data for the duration of this Concession.
9. The Concessionaire must provide a return to the Grantor by 30 July in each year during the term of this Concession in relation to any live capture operations under this Concession. The return is to be for the year ending 30 June and the information provided must cover GPS records of all animals captured, including numbers of animals and locations where animals were recovered from. The Grantor may use this information for compliance and or conservation management purposes only.
10. The Concessionaire authorises the Grantor to obtain from any primary processor all supplier declarations and/or GPS records of animals presented (including numbers

of animals, locations where animals were recovered from, types and species of wild animal) individually by the Concessionaire to the processing plant, and the day-to-day manager of the primary processing premises is authorised to supply such information to the Grantor. The Grantor may request this information for compliance and or conservation management purposes only.

11. Conservation management purposes as used in special conditions 9 and 10 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).
12. Other than as set out above, the Grantor is not to supply the individual Concessionaire information obtained under special conditions 9 and 10 to any third party other than a regulatory or enforcement agency (e.g. Ministry for Primary Industries, 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.
13. The live capture returns required under special condition 9 may be provided in a summarised form to third parties if requested. Individual Concessionaires should not be identifiable in any such summary.
14. The Concessionaire authorises the Grantor to obtain from any primary processor GPS records of animals presented by the Concessionaire to that primary processor (including numbers of animals, locations where animals were recovered from, species of wild animal) in a summarised form, on an annual basis, the day-to-day manager of the primary processing premises is authorised to supply such information to the Grantor. The Grantor may supply this information to third parties if requested. Individual Concessionaires should not be identifiable in any such summary.
15. The Concessionaire must within 3 working days of receiving a request in writing from the Grantor supply the Grantor, for compliance purposes, with any specified GPS flight track logs recorded by the Concessionaire under this Concession.
16. The Concessionaire must within 3 working days of receiving a request in writing from the Grantor make available to the Grantor, for compliance purposes, the Concessionaire's GPS waypoints of all animals shot and recovered for sale to a registered MPI processor, including through a marketing entity.

#### Concession Activity – paragraph (g) conditions

17. Prior to the Concessionaire using any “Not Permitted” parts of the Land to undertake paragraph (g) of the Concession Activity, the Concessionaire must notify the relevant District Office in writing (including by email) in advance if reasonably practicable, or otherwise within 24 hours of the activity taking place. This notification is for information purposes only.
18. When undertaking paragraph (g) of the Concession Activity, the Concessionaire must take care to minimise impacts on other users of the Land, in particular by operating so as to minimise disturbance to any other users present or nearby on the Land.

#### Review condition

19. Should the return provided to the Grantor under special condition 9 and the information provided under special condition 10 indicate the Concessionaire has killed or captured less than 200 animals while undertaking the Concession activity in the previous year ending 30 June, the Grantor may at her sole option after giving

the Concessionaire 14 days notice terminate the Concession in whole or in part. In considering whether to terminate under this special condition, the Grantor must have regard to any matters raised by the Concessionaire (including factors outside the Concessionaire's control and any extenuating personal circumstances).

Live deer

20. Live deer can only be conveyed to locations in accordance with the Deer Farming Notice No.5, 2008, or any subsequent amendment to that notice.

*copy for information only - does not authorise any activity*

## SCHEDULE 4

### Permitted Zones - Roar and Christmas Closure Periods

The Concession Activity must not take place on the Land marked in green on the attached CD dated 1 July 2015 during the term of the Concession during the following periods:

<b>Roar Closure Periods</b>	<b>Standard Closure Dates (Inclusive)</b>	<b>ADDITIONAL CLOSURE DATES where Easter falls outside Standard Closure Dates (Inclusive)</b>
<b>2016</b>	<b>23 March – 9 April</b>	
<b>2017</b>	<b>23 March – 9 April</b>	<b>14 – 17 April</b>
<b>2018</b>	<b>23 March – 9 April</b>	

<b>Christmas Closure Period</b>	<b>CLOSURE DATES (Inclusive)</b>
<b>Annually during the term</b>	<b>22 December – 5 January</b>

## SCHEDULE 5

### Restricted Zones – Special Conditions applying to Parts of the Land

In addition to the standard Roar and Christmas Closure periods set out in Schedule 4, while undertaking the concession activity on those specified parts of the Land shown marked orange on the attached CD dated 1 July 2015, the Concessionaire **must comply** with the following Special Conditions in relation to the parts of the Land shown marked orange:

#### SOUTH ISLAND

##### PART A – Nelson, Marlborough

- A1. The Concessionaire must not conduct the Concession Activity in the areas of the Nelson Lakes National Park shown marked orange during the period 1 November – 31 May (inclusive).

##### PART B – West Coast

- B1. The Concessionaire must not undertake the Concession Activity in the Hooker/Landsborough and Adams Wilderness Areas during the period from the Saturday of the last weekend in April to the Sunday of the last weekend in June (inclusive).
- B2. Further to the standard Roar Period Closure in Schedule 4, the Concessionaire must not undertake the Concession Activity in the following South Westland Roar Block areas shown marked orange during the period from the last Sunday in March to the last Saturday in April (inclusive):
- Arawhata
  - Arawhata Riverbed
  - Cook River to Haast River
  - Cringe Creek
  - Dancing Creek
  - Knights Point
  - Lake Ellery
  - Okuru-Waiatoto
  - Okuru-Turnbull River
  - Turnbull River
  - Waiatoto Valley
  - Hooker/Landsborough Wilderness Area
  - Marginal Strip – Bayou Creek
  - Greenstone Creek
  - Marginal Strip -Haast River
  - Unnamed Creek
  - Okuru Scenic Reserve
  - Scenic Reserve – Pleasant Flat

- Scenic Reserve – Landsborough
  - Conservation Area – Grassy Creek
- B3. Further to the standard Roar Period Closure in Schedule 4, the Concessionaire must not undertake the Concession Activity in Mount Aspiring National Park (excluding Tititea Topuni) during the period 23 March through to 20 April or Easter Monday (inclusive), whichever is later.

### **PART C – Canterbury**

- C1. The Concessionaire must only undertake the Concession Activity in the part of the St James Conservation Area shown marked orange during the periods (all inclusive):
- 1 October – 22 December, and
  - 1 February – 23 March, and
  - 1 May – 30 June.

### **Part D – Otago**

- D1. Further to the standard Roar Period Closure in Schedule 4, the Concessionaire must not undertake the Concession Activity in the Mount Aspiring National Park (excluding Tititea Topuni) during the period 23 March through to 20 April or Easter Monday (inclusive), whichever is later.
- D2. Further to the standard Roar Period Closure in Schedule 4, the Concessionaire must not undertake the Concession Activity in the following areas shown marked orange during the period 23 March through to 20 April or Easter Monday (inclusive), whichever is later:
- Albert Burn Conservation Area
  - West Wanaka Conservation Area
  - Mt Alta Conservation Area
  - Hawea Conservation Park (excluding closed area shown marked red)
  - Lauder Basin Conservation Area
  - Bendigo Conservation Area
  - Neinei i kura Conservation Area
  - Hawea Conservation Area (excluding Lake Hawea faces)
  - Hunter River Marginal Strip
  - Pisa Conservation Area
  - Te Wai-o-koroiko Scenic Reserve
  - The Stack Conservation Area

### **PART E – Southland**

- E1. The Concessionaire must not undertake the Concession Activity within the Waituna/Awarua Wetland area (Waituna Wetlands Scientific Reserve) during the period 1 May – 31 July (inclusive).
- E2. The Concessionaire must only undertake the Concession Activity in the Takitimu Range (Plan MS 5) (Conservation Area - Takitimu Conservation Area and

Conservation Area – Robertson FHF Acquisition) and Tutuko (Plan MS 3) (Fiordland National Park) Topuni Areas as described in the Ngai Tahu Deed of Settlement (Plan MS 264)), subject to the following conditions:

- (a) The Concessionaire must remove all animals whole from these areas.
  - (b) The Concessionaire must not dispose of any human or animal waste within these areas.
- E3. Within 10 working days of taking deer (live capture or carcass recovery) from Fiordland National Park, and Fiordland National Park Addition – Cromarty Sections, Conservation Area – Borland Lodge, Fiordland National Park Addition – O’Briens Block, and Conservation Area – Paddock Hill, the Concessionaire must provide the Conservation Services Manager, Te Anau with the GPS waypoints of each deer killed, in an electronic form acceptable to the Grantor.
- E4. The Concessionaire must not undertake the Concession Activity in Fiordland National Park within 500 metres each side of the Routeburn, Milford, Kepler, Hollyford and the Hump Ridge Tracks during the annual Great Walks season, which runs from the Saturday of Labour weekend in October through to April 30 (inclusive).
- E5. Further to the standard Roar Period Closure in Schedule 4, the Concessionaire must not undertake the Concession Activity in the following areas marked orange during the period 23 March through to 20 April or Easter Monday (inclusive), whichever is the later:
- the Catlins Conservation Park
  - Conservation Area – Catlins Conservation Park (proposed addition)
  - Conservation Area – Maclelland Forest
  - Back Creek (Tahakopa) Marginal Strip
  - Glenomaru Valley Scenic Reserve
  - Conservation Area – Stott Acquisition
  - Conservation Area – Tahakopa (Table Ridge)
  - Conservation Area – Tautuku Forest
  - Waipati Beach Scenic Reserve
  - Tahakopa Bay Scenic Reserve
  - Table Hill Scenic Reserve
  - Chaslands Scenic Reserve
  - Wairepa Scenic Reserve