



27<sup>th</sup> January 2017

Mr Jonathan Maxwell  
Department of Conservation  
Whakakapapa Village  
MT RUAPEHU

Good afternoon Jonathan

Re: KAH NZ/CHATEAU TONGARIRO LEASE

The Chateau Tongariro as a Lessee within the Whakapapa Village, Tongariro National Park, wishes to advise the Department of Conservation of their formal notification to start the process of renewal of the Chateau Tongariro lease which is due for renewal in April 2020. We request that the initial term be for a further 30 years as per the original Agreement to lease, dated 26 April 1990 and would request that a further plus 30 years be considered for this renewal.

KAH NZ, owners of the Chateau Tongariro, wish to apply for a renewal earlier than 2020 to enable the Company to strategically plan for its future and to ensure the ongoing financial investment required to maintain and grow its business opportunities can be realised within a reasonable timeframe. This will ensure the ongoing sustainable economic and employment opportunities and benefits that this property brings to the Ruapehu region, well into the future.

We would request that the Department of Conservation, the Lessor, advise what will be required to enable this process to be undertaken and a timeline for this to be actioned.

We are fully committed to our ongoing engagement with Iwi and expect a full consultation with the relevant parties concerned. I would also request that the Department advise the process for who we are required to consult with to ensure full engagement is undertaken.

Yours sincerely  
s 9(2)(a)

Kathy Guy  
GENERAL MANAGER

State Highway 48, Private Bag 71901, Tongariro National Park

s 9(2)(a)

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## Fiona Wilson

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**From:** Fiona Wilson  
**Sent:** Wednesday, 8 February 2017 9:01 a.m.  
**To:** 'Kathy'  
**Cc:** Jonathan Maxwell  
**Subject:** RE: Scan Data from FX-D6D578

Hello Kathy

Thank you for your letter of 27 January 2017 regarding the KAH NZ/Chateau Tongariro Lease. Jono will continue to liaise with you over this matter.

Regards

Fiona Wilson | Ranger Community, Āo Hāpori | Department of Conservation Te Papa Atawhai Tongariro District Office | P O Box 71029 Whakapapa Village Mount Ruapehu | [REDACTED] s 9(2)(a) [REDACTED] | e-mail  
fwilson@doc.govt.nz

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Morning Jono  
Attached letter for start of lease renewal process.  
Regards  
Kathy

Kathy Guy

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

[REDACTED] s 9(2)(a) [REDACTED]

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Department of  
Conservation  
*Te Papa Atawhai*

Kah Cooperation  
Chateau Tongaririo  
Whakapapa

24/2/17

Subject; Offer of new License to Kah for Chateau Tongaririo.

Kia Ora Kathy,

I would like to outline the process that we will need to undertake to offer Kah a new Lease for the Chateau. I would like to identify the key contacts for the department. I would like to outline the Iwi consultation required to be undertaken by Kah.

Firstly the key thing to note is on page 6 section 2.03 (a) and (b) the wording is slightly different from a straight lease renewal.

This basically means that the department if conditions are met will offer Kah a new lease for the 30 year period. The new offer of lease does not need to be publicly notified.

It will be processed by our service centre in Hamilton. There is no set timeframes for the process to be completed but it must be prior to lease expiry. At this point in time Hamilton require a 45 day timeframe to enable a proper analysis of market conditions and incorporate DOC's iwi consultation.

Kah will have 60 days after receiving our offer of a new lease to determine whether to accept it. If you dispute the proposed rent or any proposed new conditions or both you can see to arbitrate the dispute.

The lease document will be the standard lease document (authorisation under the national Parks act 1980) Copy of a draft document attached. The lease document will be modified to ensure that the clauses meet market conditions.

the lead person at our Hamilton service centre is MSS Lynette Trewavas ph **s 9(2)(a)** e mail [ltrewavas@doc.govt.nz](mailto:ltrewavas@doc.govt.nz). For the Ruapehu district the lead person is a Mrs Stacey Faire ph **s 9(2)(a)** [sfaire@doc.govt.nz](mailto:sfaire@doc.govt.nz)

We require Iwi consultation to be undertaken by Kah. this should be undertaken with a timeframe of 20 working days if an extension is required this can be extended to 40 working days. (contact Lynette) Consultation with Tuwaretoa and specifically Ngati Hikairo. Their Rununga is the forum that is best suited for this purpose. I would suggest you contact **s 9(2)(a)** as a start point and seek her advice as to the best process, her ph **s 9(2)(a)**.

The other Iwi to contact to inform of the process who link to the National Park are; Ngati Rangi, **s 9(2)(a)** who is their General Manager.

Uenuku, **s 9(2)(a)** key contact **s 9(2)(a)**. **s 9(2)(a)**  
Ngati Haua, **s 9(2)(a)** is their secretary of their trust **s 9(2)(a)**

We will require evidence of the consultation undertaken and a letter of support from the Iwi would be a good outcome of your communications.

Yours sincerely

**s 9(2)(a)**

Jonathan Maxwell  
Conservation Partnerships Manager  
**Department of Conservation Te Papa Atawhai**  
Tongariro National Park  
P.O. Box 71029, Whakapapa Village 3951  
**s 9(2)(a)**  
[www.doc.govt.nz](http://www.doc.govt.nz)

Out of Scope

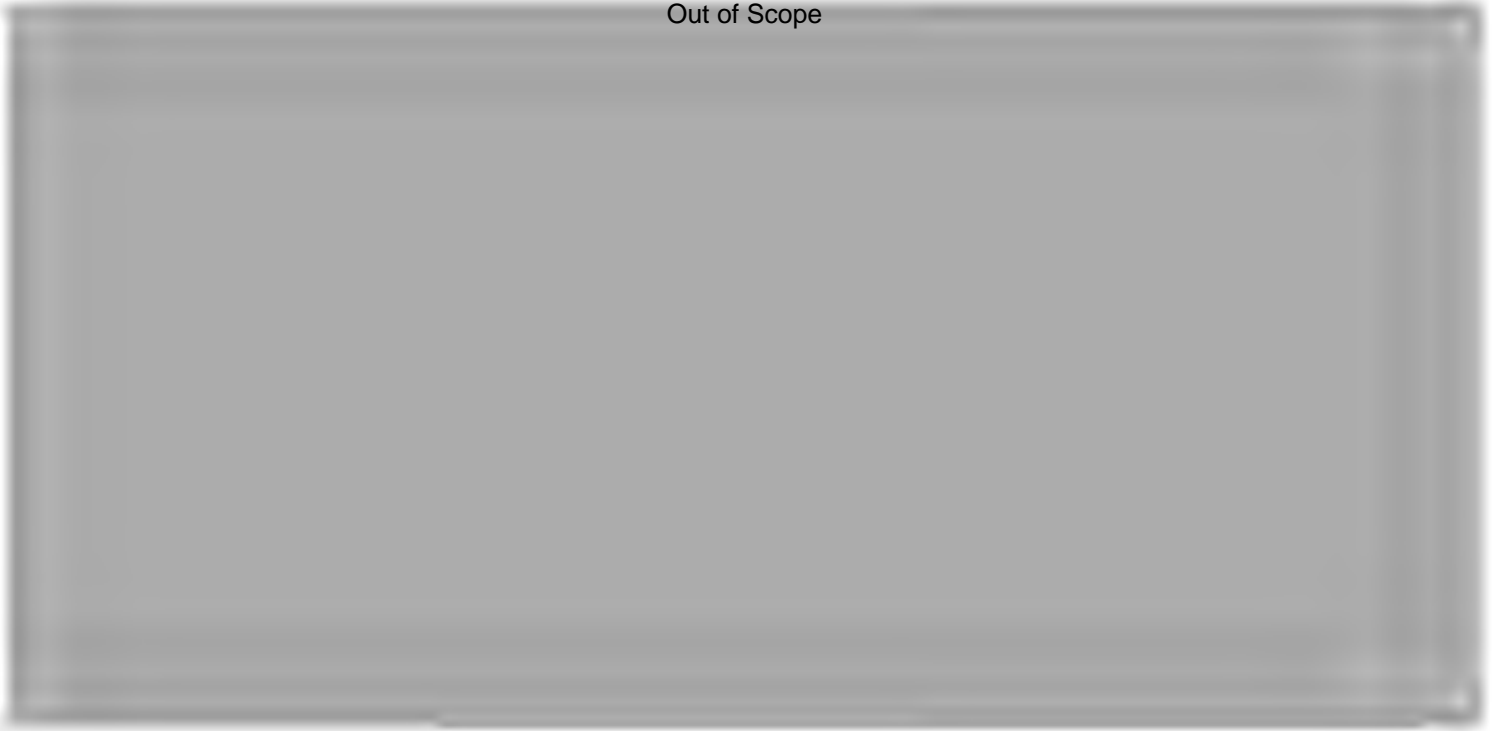








Out of Scope



File Ref: 54074-ACC

2<sup>nd</sup> March 2017

Kah Corporation NZ Ltd.  
Private Bag 2006  
Taupo  
New Zealand

For the attention of: Kathy Guy

Dear Kathy,

Re: RIGHT TO OFFER NEW LEASE

Thank you for your letter dated 27<sup>th</sup> January 2017 advising the Department of your formal notification to start the process of renewal of your lease for the Chateau Tongariro which expires on 30<sup>th</sup> April 2020.

As you are now aware, your current lease provides for a right of the Department to offer you a new 30 year lease upon expiry of your current lease, rather than a right of renewal. Based on this, your letter dated 27<sup>th</sup> January 2017 is taken as notification of your desire to take a new lease.

The Department will process this via the Non-notified concession application process. Information about this process can be found on the [Department of Conservation's website](#).

Once processing is complete, you will be offered a new lease with terms and conditions stipulated by the Department. You will then have sixty days to accept or decline the new lease.

Your new lease concession number is 54074-ACC. Please quote this number in any communications related to your new lease offer.

I am Samantha Whittington, a Permissions Advisor from the Hamilton Permissions team. I will be working alongside Lynette Trewavas, the case manager, and I will be your contact point for anything related to the processing of your concession application. My contact details are as follows:

Phone: s 9(2)(a)  
Email: [swhittington@doc.govt.nz](mailto:swhittington@doc.govt.nz)

As your new lease offer is slightly more complex than a standard application for a non-notified concession, the estimated fee of \$1540 + GST will be exceeded. Enclosed is a cost estimate to enable the processing of your application to be completed. Should there be any further costs anticipated, over and above those signalled in the estimate, I will inform you in advance as soon as they become apparent

If you choose, at any time, to withdraw your desire to take a new lease you will be invoiced for any costs incurred by the Department up to that point.

Permission number:

My initial assessment of your application confirms that it contains enough information for me to continue processing it at this time.

The target date for completion of processing your new lease is 4<sup>th</sup> May 2017. This date is sixty five working days from the date of your letter.

Please contact me if you have any questions about this letter or the new lease offer process.

Yours Sincerely,

*Samantha Whittington*  
Permissions Advisor

Department of Conservation *Te Papa Atawhai*  
Hamilton / Kirikiriroa Office  
Private Bag 3072, Hamilton 3240  
[www.doc.govt.nz](http://www.doc.govt.nz)

Applicant name: Kah Corporation NZ Ltd  
 Permission type: National Park Lease – 30 years  
 Permission number: 54074-ACC  
 Received: 27<sup>th</sup> January 2017

Summary: Application for new 30 year lease of the Chateau Tongariro

Cost is estimated at: \$2,410.00 + GST + *valuation costs*

This is made up as follows:

- Permissions Advisor – 10 x \$115.00 + GST = \$1,150.00 + GST
- District Office – 5 x \$115.00 + GST = \$575.00 + GST
- GIS (map creation) – 1 x \$115.00 + GST = \$115.00 + GST
- Legal – 2 x \$165.00 + GST = \$330.00 + GST
- Peer Review – 1 x \$115.00 + GST = \$115.00 + GST
- Decision Maker (Operations Manager) – 1 x \$125.00 + GST = \$125.00 + GST
- Valuation - TBC

Estimate of time

Role	Hours
Permissions Advisor - \$115.00 + GST per hour	10 = \$1,150.00 + GST
District Office - \$115.00 + GST per hour	5 = \$575.00 + GST
S and C	
GIS (for a map and/or help finding locations) - \$115.00 + GST per hour	1 = \$115.00 + GST
Legal - \$165.00 + GST	2 = \$330.00 + GST
Planning	
Peer review - \$115.00 + GST per hour	1 = \$115.00 + GST
Decision-Maker – T4 - \$125.00 + GST per hour	1 = \$125.00 + GST
Other – Valuation - TBC	
TOTAL	\$2,410.00 + GST + <i>valuation costs</i>

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**From:** Kathy Guy s 9(2)(a)  
**Sent:** Wednesday, 3 May 2017 11:40 am  
**To:** Lynette Trewavas  
**Subject:** RE: Chateau Tongariro - term clarification - 54074-ACC

Sorry Lynette  
Iwi Consultation was only around 30 year lease renewal.  
Kathy

**From:** Lynette Trewavas [mailto:ltrewavas@doc.govt.nz]  
**Sent:** Wednesday, 3 May 2017 9:38 a.m.  
**To:** Kathy Guy s 9(2)(a)  
**Subject:** RE: Chateau Tongariro - term clarification - 54074-ACC

Hi Kathy

We also want to clarify the term of the lease you have requested. In the letter dated 27 January you state that you request the initial term be for 30 years and also request another 30 years be considered for this renewal.

Under the terms of the current lease with the right to offer new lease we can only offer you one further term of 30 years (expiring 2050 at the latest). There is no option for an additional term of 30 years. If you would like to apply for a term of 30 years with an additional 30 years you would need to apply for a new lease instead of the renewal. Full consideration would need to be given to this application.

The Department has progressed to date on the assumption (potentially incorrectly) that you are applying for a renewal for one further term of 30 years. Can you confirm if you are happy with this approach or would like to pursue a 30 plus 30 year term and therefore apply for a new lease? Can you also please confirm whether the iwi consultation you undertook was for a 30 year or 30 plus 30 year term.

If you would like to apply for a 30 plus 30 year term you will need to complete full application forms. The processing will then just transfer to this new process. The lease will be under section 50 of the National Parks Act and will therefore be an authorisation lease not a concession lease.

Apologies for not clarifying this with you earlier.

Please let me know if you have any questions.

Kind regards  
Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

s 9(2)(a)

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**From:** Lynette Trewavas  
**Sent:** Tuesday, 2 May 2017 1:05 p.m.  
**To:** 'Kathy Guy' s 9(2)(a)  
**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Hi Kathy

Thanks for clarifying this for me, I have forwarded your response to the District Office.

Kind regards  
Lynette

**From:** Kathy Guy s 9(2)(a)  
**Sent:** Tuesday, 2 May 2017 12:45 p.m.  
**To:** Lynette Trewavas <[ltrewavas@doc.govt.nz](mailto:ltrewavas@doc.govt.nz)>  
**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Hi Lynette

All hapu listed have been advised via email – the only response I have had back was from s 9(2)(a) at Ngati Rangī who couldn't find time to meet as he was going away on leave. Copies of these emails are attached to the previous document.

The group I met with are the over arching Runuga for the Park representing Ngati Tuwharetoa the mana whenua of the land on which the Chateau is situated. See the second page of the letter.

Regards  
Kathy

**From:** Lynette Trewavas [<mailto:ltrewavas@doc.govt.nz>]  
**Sent:** Tuesday, 2 May 2017 11:59 a.m.  
**To:** Kathy Guy s 9(2)(a)  
**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Hi Kathy

Thanks for your quick response.

Also, have you undertaken consultation with the other three iwi identified in the letter sent by Jonathan Maxwell on 24 February? These iwi are: Ngāti Rangī, Uenuku and Ngāti Haua. If so, what is the outcome of this consultation?

Regards  
Lynette

**From:** Kathy Guy s 9(2)(a)  
**Sent:** Tuesday, 2 May 2017 11:50 a.m.  
**To:** Lynette Trewavas <[ltrewavas@doc.govt.nz](mailto:ltrewavas@doc.govt.nz)>  
**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Hi Lynette

Thanks for the email – can empathise with regards to the work loads.

Our intention is to start the new lease immediately it comes to fruition – which effectively deletes two years of the existing lease.

Kindest regards  
Kathy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

**From:** Lynette Trewavas [<mailto:ltrewavas@doc.govt.nz>]  
**Sent:** Tuesday, 2 May 2017 11:32 a.m.  
**To:** Kathy Guy s 9(2)(a)  
**Cc:** Samantha Whittington <[swhittington@doc.govt.nz](mailto:swhittington@doc.govt.nz)>  
**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Good Morning Kathy

Thanks for your email, and apologies for missing your phone calls (things have been slightly hectic the last couple of weeks).

We confirm that we have received your iwi consultation, thank you for undertaking this. The next steps are that we are now able to progress with drafting the report and lease documentation. We are awaiting final District Comments in regards to this renewal but are expecting these shortly.

We should be able to provide you with a draft report and lease documentation as per the existing lease conditions in the near future.

I have one question – because the current lease does not expire until 2020 is it your intention that the lease is agreed to now but will not come into effect until 1 May 2020? Or is it your intention to start using the new lease as soon as possible?

I will endeavour to keep you updated with progress.

Kind regards  
Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

s 9(2)(a)

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**From:** Kathy Guy s 9(2)(a)  
**Sent:** Tuesday, 2 May 2017 10:20 a.m.  
**To:** Lynette Trewavas <[ltrewavas@doc.govt.nz](mailto:ltrewavas@doc.govt.nz)>

**Cc:** Samantha Whittington <[swhittington@doc.govt.nz](mailto:swhittington@doc.govt.nz)>

**Subject:** RE: Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Morning Lynnette

I have called your office over the past couple of days but no response from your desk or from Sam Whittingtons, so I am emailing the above attachments.

I have undertaken requests to consult with all parties and have meet with and received the attached letter from the overarching Rununga.

Can you please advise what is the next move on the process for KAH lease renewal.

Kindest regards

Kathy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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**From:** Lynette Trewavas [<mailto:ltrewavas@doc.govt.nz>]

**Sent:** Monday, 20 March 2017 9:33 a.m.

**To:** Kathy Guy s 9(2)(a)

**Cc:** Samantha Whittington <[swhittington@doc.govt.nz](mailto:swhittington@doc.govt.nz)>

**Subject:** Chateau Tongariro - acknowledgement and cost estimate letter - 54074-ACC

Hi Kathy

Following our conversation this morning please find attached to this letter an acknowledgement letter and cost estimate.

If you have any queries please don't hesitate to contact either myself or Sam Whittington.

We look forward to hearing the outcome of your iwi consultation which you are just starting.

Kind regards

Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

s 9(2)(a)

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## TE RŪNANGANUI O NGĀTI HIKAIRO KI TONGARIRO

s 9(2)(a)

30 April 2017

Kathy Guy  
Chateau Tongariro  
State Highway 48  
**MT RUAPEHU**

**BY EMAIL**

Tēnā koe Kathy

Thank you for the opportunity to meet in early March to discuss the intention of the Kah Corporation to reapply to the Department of Conservation for a lease of the Chateau Tongariro building and facilities.

Te Rūnanganui o Ngāti Hikairo ki Tongariro are fully aware of the role that the Chateau Tongariro has played in the past nine decades to initially the skiing fraternity and as of late, the value of the other activities within the National Park that are not directly around the ski season.

The Chateau Tongariro has become an iconic venue at a national and international level and its presence in the setting of the Tongariro National Park attracted worldwide fame, which is also reflected in the Category 1 status from the Historic Places Trust.

The presence of the Chateau Tongariro in the Whakapapa Village has hugely contributed to services within the Village such as the 2004 upgrade of the sewage system and will play a major contributing role with the upgrade of the waste water treatment plant in the near future. The employment opportunities have benefitted Ngāti Hikairo in the past and we would like to see how we could progress future employment and training opportunities into the future.

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# 9(2)(ba)(i)

Therefore, Te Rūnanganui o Ngāti Hikairo ki Tongariro agree in principle to the Kah Corporation application for a lease for the Chateau Tongariro and look forward to future discussions.

Nāku noa, nā

s 9(2)(a)

Administrator

ON BEHALF OF TE RŪNANGANUI O NGĀTI HIKAIRO KI TONGARIRO

s 9(2)(a)

Chair – Otukou Marae

s 9(2)(a)

Chair – Hikairo Marae

## Kathy Guy

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**From:** [REDACTED] s 9(2)(a)  
**Sent:** Sunday, 30 April 2017 6:10 p.m.  
**To:** Kathy Guy  
**Cc:** [REDACTED] s 9(2)(a)  
**Subject:** Re: Chateau Tongariro Consultation  
**Attachments:** 2017-04-30 TRNHT to K Guy\_Chateau Tongariro.pdf

Kia ora Kathy

Ng? mihi o te w?

Please find attached letter from Te Runanganui o Ng?ti Hikairo ki Tongariro for your perusal and records.

If you have any patai, please do not hesitate to email or ring.

Nga mihi

[REDACTED] s 9(2)(a)

Administration

Te Runanganui o Ngati Hikairo ki Tongariro

[REDACTED] s 9(2)(a)

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**From:** Kathy Guy [REDACTED] s 9(2)(a)  
**Date:** Thursday, 23 March 2017 5:23 am  
**To:** [REDACTED] s 9(2)(a)  
**Subject:** Re: Chateau Tongariro Consultation

Morena [REDACTED] s 9(2)(a)

Thanks for the email. Friday 7pm would suit me fine. I'll meet you in Reception at 7. Would you and [REDACTED] s 9(2)(a) like to join me for dinner after our meeting?

Nga mihi

Kathy

Sent from my iPhone

On 22/03/2017, at 22:32, [REDACTED] s 9(2)(a) wrote:

Kia ora Kathy

[REDACTED] s 9(2)(a) and I are available to meet this Friday evening at 7pm.

We will be at the Wairakei Resort in Taupo for a 2-day w?nanga with Ngati Turangitukua Charitable Trust, so would be pleased if the hui can be held there! Hope this suits.

Nga mihi

s 9(2)(a)

Te Runanganui o Ngati Hikairo ki Tongariro  
s 9(2)(a)

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**From:** Kathy Guy s 9(2)(a)  
**Date:** Monday, 20 March 2017 8:52 am  
**To:** s 9(2)(a)  
**Cc:** "[ltrawavas@doc.govt.nz](mailto:ltrawavas@doc.govt.nz)" <[ltrawavas@doc.govt.nz](mailto:ltrawavas@doc.govt.nz)>  
**Subject:** Chateau Tongariro Consultation

Kia Ora s 9(2)(a)

Thanks for your time this morning. As discussed, the Chateau is embarking on its lease renewal and as part of that process, I would like an opportunity to meet initially with you and s 9(2)(a) to start the process of consultation with the Rununga.  
I look forward to hearing from you with a time that is convenient to you both.

Nga mihi  
Kathy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

[www.wairakei.co.nz](http://www.wairakei.co.nz) and [www.chateau.co.nz](http://www.chateau.co.nz)



<image001.jpg>



## Kathy Guy

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**From:** Kathy Guy  
**Sent:** Monday, 27 March 2017 11:15 a.m.  
**To:** s 9(2)(a)  
**Subject:** Thank You

Morena s 9(2)(a)

Thank you for meeting with me on Friday evening to discuss the Chateau lease renewal and the process that will be undertaken from here. I appreciated the time given from all of those that attended.  
I look forward to receiving a letter of support/comfort from you in due course.

Nga mihi  
Kathy

Kathy Guy

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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## Kathy Guy

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**From:** s 9(2)(a)  
**Sent:** Thursday, 23 March 2017 9:21 a.m.  
**To:** Kathy Guy  
**Subject:** Re: Chateau Tongariro Consultation

Kia ora Kathy

Thank you for the offer. We have dinner scheduled (with Turangitukua Charitable Trust) at 6pm prior to our meeting :)

**From:** Kathy Guy s 9(2)(a)  
**Date:** Thursday, 23 March 2017 6:23 am  
**To:** s 9(2)(a)  
**Subject:** Re: Chateau Tongariro Consultation

Morena s 9(2)(a)

Thanks for the email. Friday 7pm would suit me fine. I'll meet you in Reception at 7. Would you and s 9(2)(a) like to join me for dinner after our meeting?

Nga mihi  
Kathy

Sent from my iPhone

On 22/03/2017, at 22:32, s 9(2)(a) wrote:

Kia ora Kathy

s 9(2)(a) and I are available to meet this Friday evening at 7pm.

We will be at the Wairakei Resort in Taupo for a 2-day w?nanga with Ngati Turangitukua Charitable Trust, so would be pleased if the hui can be held there! Hope this suits.

Nga mihi  
s 9(2)(a)

Te Runanganui o Ngati Hikairo ki Tongariro  
s 9(2)(a)

**From:** Kathy Guy s 9(2)(a)  
**Date:** Monday, 20 March 2017 8:52 am  
**To:** s 9(2)(a)  
**Cc:** "lrawavas@doc.govt.nz" <lrawavas@doc.govt.nz>  
**Subject:** Chateau Tongariro Consultation

Kia Ora s 9(2)(a)

Thanks for your time this morning. As discussed, the Chateau is embarking on its lease renewal and as part of that process, I would like an opportunity to meet initially with you and s 9(2)(a) to start the process of consultation with the Rununga.

I look forward to hearing from you with a time that is convenient to you both.

Nga mihi  
Kathy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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<image001.jpg>



## Kathy Guy

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**From:** [REDACTED] s 9(2)(a)  
**Sent:** Wednesday, 22 March 2017 6:27 a.m.  
**To:** Kathy Guy  
**Subject:** RE: Meeting request

Morena Kathy,

Thanks for your email and it has been too long, I will check my diary and come back with some dates I am out until 5<sup>th</sup> april with work and leave.

[REDACTED] s 9(2)(a)

**From:** Kathy Guy [REDACTED] s 9(2)(a)  
**Sent:** Tuesday, 21 March 2017 1:49 p.m.  
**To:** [REDACTED] s 9(2)(a)  
**Subject:** Meeting request

Kia Ora [REDACTED] s 9(2)(a)

The Chateau Tongariro is embarking on its 30 year lease renewal and as part of that process, I would like to meet with you to discuss this renewal and the opportunity for consultation with Ngati Rangi. Could you please advise a date that might work for you. Possibly lunch at Whakapapa to give you a full understanding of The Chateau and what we are undertaking. I look forward to hearing from you and to meeting you again – it's been too long!

Nga mihi  
Kathy

Kathy Guy

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

[REDACTED] s 9(2)(a)

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**Kathy Guy**

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**From:** Kathy Guy  
**Sent:** Tuesday, 21 March 2017 2:03 p.m.  
**To:** s 9(2)(a)  
**Subject:** Meeting Request

Kia Ora s 9(2)(a)

The Chateau Tongariro is embarking on its 30 year lease renewal with the Department of Conservation. As part of that process, I would like to meet with you to discuss this renewal and the opportunity for consultation with Uenuku. Could you please advise a date that might work for you and or representatives of Uenuku. Possibly meet over a lunch at Whakapapa to give you a full understanding of The Chateau and exactly what we are undertaking. I look forward to hearing from you and to meeting you again.

Nga mihi  
Kathy

Kathy Guy

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

[www.wairakei.co.nz](http://www.wairakei.co.nz) and [www.chateau.co.nz](http://www.chateau.co.nz)



## Kathy Guy

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**From:** Kathy Guy  
**Sent:** Tuesday, 21 March 2017 1:49 p.m.  
**To:** s 9(2)(a)  
**Subject:** Meeting request

Kia Ora s 9(2)(a)

The Chateau Tongariro is embarking on its 30 year lease renewal and as part of that process, I would like to meet with you to discuss this renewal and the opportunity for consultation with Ngati Rangī. Could you please advise a date that might work for you. Possibly lunch at Whakapapa to give you a full understanding of The Chateau and what we are undertaking. I look forward to hearing from you and to meeting you again – it's been too long!

Nga mihi  
Kathy

Kathy Guy

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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**From:** Kathy Guy s 9(2)(a)  
**Sent:** Wednesday, 10 May 2017 9:14 am  
**To:** Lynette Trewavas  
**Subject:** RE: Chateau renewal of lease - query from Ngati Hikairo

Morning Lynette

Thanks for your email. I have no issues around the original lease being provided however, there is no way I am agreeing to the financial terms of the current lease arrangements being made to them. This as you rightly note is commercially sensitive to KAH NZ and the Department.

By default ,there are numerous informal Public spaces (land) used openly by the public. For example, the Golf course is used on many occasions by various groups such as DOC approved events, Project Tongariro, and general public, picnicking, playing in the snow. We do not charge for any use of these areas. At present there is a Ngati Hikairo cultural activity being undertaken in the old garage opposite the Chateau, where carving the of Pous is being undertaken to be used later as gateway markers for the Tonagiro National Park. This is fully open to the Public and again, no charge for the use of area is being incurred. The other Public space is the tennis/netball court and playground that is also provided by the Chateau to anyone in the Park.

Hope this is of some assistance.

Kind regards  
Kathy Guy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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**From:** Lynette Trewavas [mailto:ltrewavas@doc.govt.nz]  
**Sent:** Tuesday, 9 May 2017 11:34 a.m.  
**To:** Kathy Guy s 9(2)(a)  
**Subject:** Chateau renewal of lease - query from Ngati Hikairo

Hi Kathy

As part of the Department's obligations to undertake iwi consultation, we have had a couple of queries from Ngāti Hikairo (who as you are aware are supportive of the new lease in principle).

Firstly, they have requested a copy of the lease documentation. We do intend on providing them this lease and subsequent variations (however redacting the fee information as commercially sensitive). Do you have any concerns with this?

They have also requested information of the exact location of the lease and where the specific buildings are. We can find most of this information, as it is either set out in the lease or known to the District Office.

Lastly, they are enquiring whether there is any public space provided for in the lease area. Going from the previous lease, there doesn't appear to be any public use provided in the lease. Is this correct, or do you informally allow public to use certain areas within the lease land?

Thanks and regards  
Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

s 9(2)(a)

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**From:** Kathy Guy s 9(2)(a)  
**Sent:** Tuesday, 16 May 2017 12:16 pm  
**To:** Lynette Trewavas  
**Cc:** 9(2)(a)  
**Subject:** RE: Chateau Tongariro - market rental and valuation

Thanks Lynette

Thanks for the updated info. We were expecting a review with the new lease pending.

I trust that the valuation will be undertaken by someone that has knowledge of the Tongariro National Park and its challenges and not by some obscure consultant using a formula from Italy which was the case when undertaking our last review.

Kindest regards  
Kathy

**From:** Lynette Trewavas [mailto:ltrewavas@doc.govt.nz]  
**Sent:** Tuesday, 16 May 2017 12:01 p.m.  
**To:** Kathy Guy s 9(2)(a)  
**Cc:** Samantha Whittington <swhittington@doc.govt.nz>  
**Subject:** Chateau Tongariro - market rental and valuation

Hi Kathy

This email is to let you know that as part of the 'Lessee's First Option to Accept Offer of New Lease' set out in clause 2.03(a) of the existing contract, the new lease will be "at such rental and upon such other terms and conditions as shall be stipulated by the Lessor by notice to the Lessee to meet market conditions". This includes the consideration of a new fee at market rates.

This email is to let you know that the Department is commissioning an independent valuation for the purposes of the renewal. The outcome of the valuation will be discussed with you once it has been received. It is expected to take a couple of weeks for this valuation to be completed.

Please let me know if you have any queries.

Kind regards  
Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

Phone: s 9(2)(a)

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**From:** Kathy Guy s 9(2)(a)  
**Sent:** Tuesday, 26 September 2017 4:41 pm  
**To:** Lynette Trewavas  
**Subject:** RE: Chateau draft lease documents for comment

Afternoon Lynette

I have been through the draft documents thoroughly and I am comfortable with these in their present state with a couple of changes which I have notes below:

The only changes that I can see that needs to be made are in the Report to the Decision Maker regarding the Description of the proposed activity: Under the bullet points, page 2 the **Service station needs to be changed to read "Garage"** ( this is referred to on page 3 **under Lot 9 Garage**.

Under the Nat Park Accommodation Lease Document page 3 Clause 1 (Land) Common name is the **The Chateau Tongariro not The Chateau** Page 5. Email should read: s 9(2)(a)  
Page 26: **Service Station (vehicle repair and petrol) - do they still have this ( Petrol pumps were removed years ago) – should just replace with "Garage"**

Everything else we are happy with.

Just let me know if you require anything further.

Kind regards  
Kathy

Kathy Guy MNZM

General Manager  
Wairakei Resort and Chateau Tongariro  
Private Bag 2006, Taupo

s 9(2)(a)

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**From:** Lynette Trewavas [mailto:ltrewavas@doc.govt.nz]  
**Sent:** Friday, 15 September 2017 1:43 p.m.  
**To:** Kathy Guy s 9(2)(a)  
**Subject:** Chateau draft lease documents for comment

Hi Kathy

Thanks for your patience with the processing of this application. Please find attached the draft report and draft lease/easement documents in response to your request to exercise your right for the 'first option to accept offer of new lease'.

Please note that these are drafts and are not the final version. If the application is approved you will be sent copies signed by the Minister's representative.

Please let me know if you have any comments on the draft report no later than 29 September 2017. After this date the report will be finalised and sent to the decision-maker. The lease and easement have been provided for reference. Please note that schedule 2 of both lease and easement documents are standard across all leases and easements.

We are still currently checking to ensure the documents are in a form able to be registered (please let us know if you do not intend on registering the new lease). You will note that the term start date is for 2020. We are unable to bring this date forward to 2017 as this will require the existing lease to be surrendered which will mean the right to offer new lease clause is unable to be exercised. This term start date also means a valuation is unable to be completed at this time as it will be three years out of date by the start of the lease. Therefore, we are recommending the existing fees continue and a special condition be included for a valuation to be completed within the first year of the new lease.

Can you please ensure the description of the proposed activity section is correct and includes the correct descriptions. Can you also please let me know an appropriate email address to include in the lease/easement documents.

Feel free to contact me if you have any questions.

Kind regards  
Lynette

**Lynette Trewavas**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
Hamilton Service Centre

Phone: s 9(2)(a)

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**From:** Sophie Austin  
**Sent:** Friday, 22 December 2017 1:03 pm  
**To:** s 9(2)(a)  
**Subject:** Concession approval [54074]  
**Attachments:** Kah Corporation NZ - Deed of Easement - 54074.pdf; Kah Corporation NZ - Lease Document - 54074.pdf; Kah Corporation NZ - Approval letter - 54074.pdf

Kia Ora Kathy,

We are pleased to advise you that your application for a concession has been approved and we are now able to offer you contracts for both the easement and lease outlining the terms and conditions of this approval. I have put the contracts in the post, but also attached them to this email for convenience.

These documents contain all the terms and conditions of your concession to operate on public conservation land and represent the formal agreement between the Department and Kah New Zealand Limited.

Please read them carefully before signing so that you clearly understand your obligations. It is advised that you seek legal advice.

Both copies of the contract have already been signed by the Minister of Conservation's representative. Once you have signed both copies, please return a copy to the Department by 22 January 2018.

Merry Christmas

Thanks,

Sophie

**Sophie Austin**

Permissions Advisor  
Department of Conservation - *Te Papa Atawhai*  
s 9(2)(a)

**Kirikiroa / Hamilton Shared Service Centre**

Level 4  
73 Rostrevor Street  
Hamilton 3204

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Meri Kirihimete nā Te Papa Atawhai



Photo: The Bull  
© NZDC/Chris Rusk



## Concession Document (Deed of Easement)

Concession Number: 54074-ACC

**THIS CONCESSION** is made this 22nd day of December 2017

### **PARTIES:**

**Minister of Conservation** (the Grantor)

**Kah Corporation NZ Limited** (the Concessionaire)

### **BACKGROUND**

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers the public conservation land described in Schedule 1 as the Easement Land.
- E. The Conservation legislation applying to the Easement Land authorises the Grantor to grant a concession over the Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Easement Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the Easement land may be the subject of Treaty of Waitangi claims.
- H. The parties wish to record the terms and conditions of this Concession and its Schedules.

### **OPERATIVE PARTS**

- I. In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire an **EASEMENT** to carry out the Concession Activity on the Easement Land subject to the terms and conditions contained in this Concession and its Schedules.

<p style="text-align: center;">s 9(2)(a)</p> <hr/> <p>SIGNED on behalf of the Minister of Conservation by David Lumley, Operations Manager, Turangi acting under delegated authority</p> <p>in the presence of:</p> <p style="text-align: center;">s 9(2)(a)</p> <hr/> <p>Witness Signature</p> <p>Witness Name: <u>Anita Posina</u></p> <p>Witness Occupation: <u>Public Servant</u></p> <p>Witness Address: <u>DOC, Turangi</u></p>  <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<hr/> <p>SIGNED for Kah New Zealand Limited by: Director Name</p> <p>AND</p> <hr/> <p>SIGNED for Kah New Zealand Limited Limited by: Director Name</p>
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**SCHEDULE 1**

1.	<b>Easement Land</b> (Servient land - the land where the easement activity occurs) (Schedule 4)	As marked on the attached plan in Schedule 4 being: <b>Physical Description/Common Name:</b> The Chateau Tongariro, Whakapapa Village, Tongariro National Park <b>Land Status:</b> Amenities Area, National Park <b>Area:</b> 2706.9140 hectares more or less <b>Legal Description:</b> "EB" and "EC" on Lot 7, DP 436518 <b>Map Reference:</b> CFR 796059
2.	<b>Land</b> (Dominant land - the land that benefits from the easement) (If none then select "in gross") (Schedule 4)	Is the easement in gross? No As marked on the attached plan or map in Schedule 4 being: "EB": Those parts of the land subject to lease 54074-ACC (B183686.1L) contained in CFR 620712 and Lot 5 69562 as contained in CFR 796058 "EC": Those parts of the land subject to lease 54074-ACC (B183686.1L) contained in Lot 2 DP 69560 and Lot 3 DP 69560 as contained in CFR 796058
3.	<b>Concession Activity</b> (clause 2)	(a) a right of way:
4.	<b>Term</b> (clause 3)	30 years commencing on 1 May 2020
5.	<b>Final Expiry Date</b> (clause 3)	30 April 2050
6.	<b>Concession Fee</b> (clause 4)	<b>Annual Activity Fee:</b> Not required as fees covered by lease 54074-ACC <b>Annual Management Fee:</b> Not required as fees covered by lease 54074-ACC <b>Annual Environmental Monitoring Fee</b> Not required as fees covered by lease 54074-ACC
7.	<b>Concession Fee Payment Date</b> (clause 4)	Not required as fees covered by lease 54074-ACC
8.	<b>Penalty Interest Rate</b> (clause 4)	Double the current Official Cash Rate (OCR). <a href="#">See Reserve Bank of New Zealand website</a>

<p>9.</p>	<p><b>Insurance</b> (To be obtained by Concessionaire) (clause 10)</p>	<p>Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date</p>
<p>10.</p>	<p><b>Addresses for Notices</b> (clause 19)</p>	<p>The Grantor's address is: Department of Conservation Level 4 73 Rostrevor Street HAMILTON 3204 Phone: 07 858 1000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a></p>
		<p>The Concessionaire's address in New Zealand is: Whakapapa Village Mount Ruapehu New Zealand s 9(2)(a)</p>
<p>11.</p>	<p><b>Registration of Easement</b> (Schedule 6)</p>	<p>Is the easement to be registered with LINZ? Yes When the Concessionaire wishes the Easement to be registered then the Concessionaire must at its expense prepare an Easement Instrument in the form attached as Schedule 6, arrange for any necessary survey and register the document. The Grantor, if satisfied the Easement Instrument implements this easement must sign the document.</p>
<p>12.</p>	<p><b>Special Conditions</b> (clause 23)</p>	<p>See Schedule 3</p>
<p>13.</p>	<p><b>Processing Fee</b> (clause 4)</p>	<p>Not required as fees covered by lease 54074-ACC</p>

Note: The clause references are to the Grantor's Standard Terms and Conditions set out in Schedule 2.

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS**

#### **1. Interpretation**

- 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire.
- 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

#### **2. What is being authorised?**

- 2.1 The Concessionaire is only allowed to use the Easement Land for the Concession Activity.
- 2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

#### **3. How long is the Concession for - the Term?**

- 3.1 This Concession commences on the date specified in Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

#### **4. What are the fees and when are they to be paid?**

- 4.1 The Concessionaire must pay the Processing Fee (Item 14 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in Items 6, and 7 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

#### **5. Are there any other charges?**

- 5.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services

provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity. Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

**6. When can the Concession be assigned?**

- 6.1 If in Item 2 of Schedule 1 the easement is expressed as being in gross 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 (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 6.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 6.1.
- 6.3 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.
- 6.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 6.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 6.6 If the Concessionaire is not a publicly listed company any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

**7. What are the obligations to protect the environment?**

- 7.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Land; or light any fire on the Easement Land without the prior consent of the Grantor.
- 7.2 The Concessionaire must at its cost keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair and must keep the Easement Land in a clean and tidy condition and must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.



**8. When can structures be erected?**

8.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.

**9. What if the Concessionaire wishes to surrender the Concession?**

9.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.

**10. What are the liabilities and who insures?**

10.1 The Concessionaire agrees to use the Easement 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 Easement Land.

10.2 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.

10.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.

10.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.

10.5 Despite anything else in clause 10 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.

10.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Land, the Concession Activity, or to any structures, equipment or facilities on the Easement Land 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 10.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.

10.7 Where the Grantor is found to be liable in accordance with clause 10.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.

10.8 Despite anything else in clause 10 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.

10.9 Without prejudice to or in any way limiting its liability under this clause 10 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 9 of Schedule 1 with a substantial and reputable insurer.

- 10.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 10.9 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.
- 10.11 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.

**11. What about Health and Safety?**

- 11.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.

**12. What are the compliance obligations of the Concessionaire?**

- 12.1 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 IIA of the Reserves Act 1977, 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 Easement 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, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
  - (c) with all notices and requisitions of any competent authority affecting or relating to the Easement Land or affecting or relating to the conduct of the Concession Activity; and
  - (d) with all Department signs and notices placed on or affecting the Easement Land.
- 12.2 The Concessionaire must comply with this Concession.
- 12.3 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 12.1.(a) is deemed to be a

breach of this Concession.

- 12.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

**13. When can the Concession be terminated?**

- 13.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Land. Before so terminating the Grantor must give the Concessionaire either:

- (a) one calendar month's notice in writing; or
- (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary;

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

- 13.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

**14. What happens on termination or expiry of the Concession?**

- 14.1 On expiry or termination of this Concession, either as to all or part of the Easement Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land.

- 14.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition.

- 14.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Easement Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Easement Land then the Grantor can not require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement can not be required until the expiry or termination of the new

concession.

**15. When is the Grantor's consent required?**

15.1 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.

**16. Are there limitations on public access and closure?**

16.1 The Concessionaire acknowledges that the Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

**17. What about other concessions?**

17.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

**18. How will disputes be resolved?**

18.1 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.

18.2 If the dispute cannot be resolved 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.

18.3 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.

18.4 The arbitrator must include in the arbitration award reasons for the determination.

18.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

**19. How are notices sent and when are they received?**

19.1 Any notice to be given under this Concession is to be in writing and made by

personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 10 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 fax, on the date of dispatch;
- (c) in the case of post, on the 3<sup>rd</sup> working day after posting;
- (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

19.2 If either party's details specified in Item 10 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

**20. What about the payment of costs?**

20.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.

20.2 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.

**21. What about the powers implied by statute?**

21.1 The rights and powers implied in the relevant easements by the 5<sup>th</sup> Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 (as set out in Schedule 5 of this easement) apply to this easement **EXCEPT** to the extent set out in Schedule 3 of this easement.

**22. What about Co-Siting?**

22.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.

22.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor.

22.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land.

22.4 In addition, the Grantor must withhold consent if:

- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or

- (b) the Grantor considers the change to be detrimental to the environment of the Easement Land.
- 22.5 Subject to clause 22.4 the Concessionaire must, if required by the Grantor, allow Co- Siting on the Easement Land.
- 22.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:
  - (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or
  - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
  - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or
  - (d) interfere with or prevent future forecast works of the Concessionaire, the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 22.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 22.6.
- 22.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 18 of Schedule 2.
- 22.8 Where the Concessionaire is required under clause 22.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 22.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
  - (a) any written comments or submissions of the Concessionaire and third party;
  - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
  - (c) any other matters the Grantor considers relevant.
- 22.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 18 of Schedule 2.
- 22.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the

Easement Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Land.

- 22.11 The Grantor must not authorise the third party to commence work on the Easement Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

**23. Are there any Special Conditions?**

- 23.1 Special conditions are specified in Schedule 3.

**24. The Law**

- 24.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.

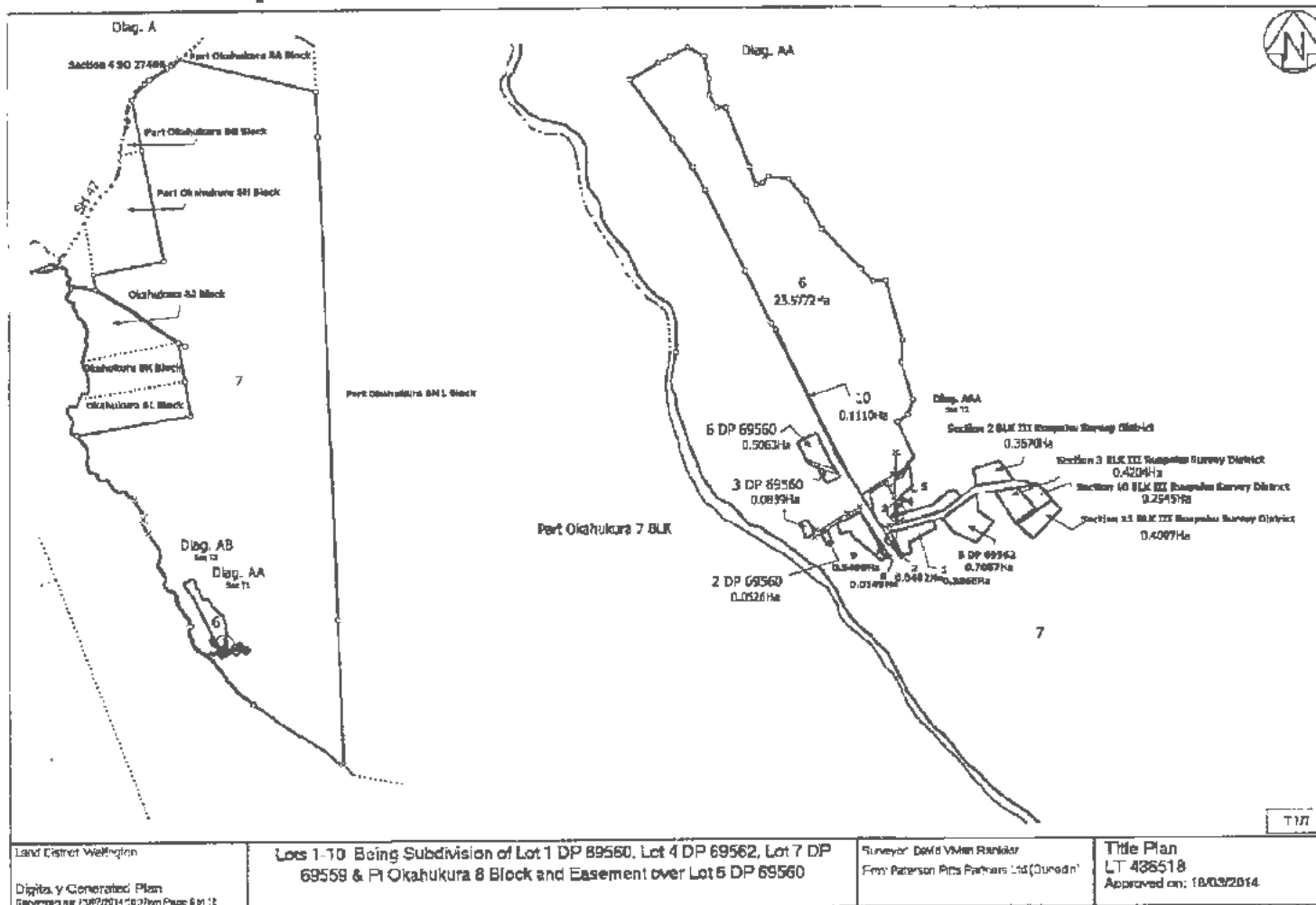


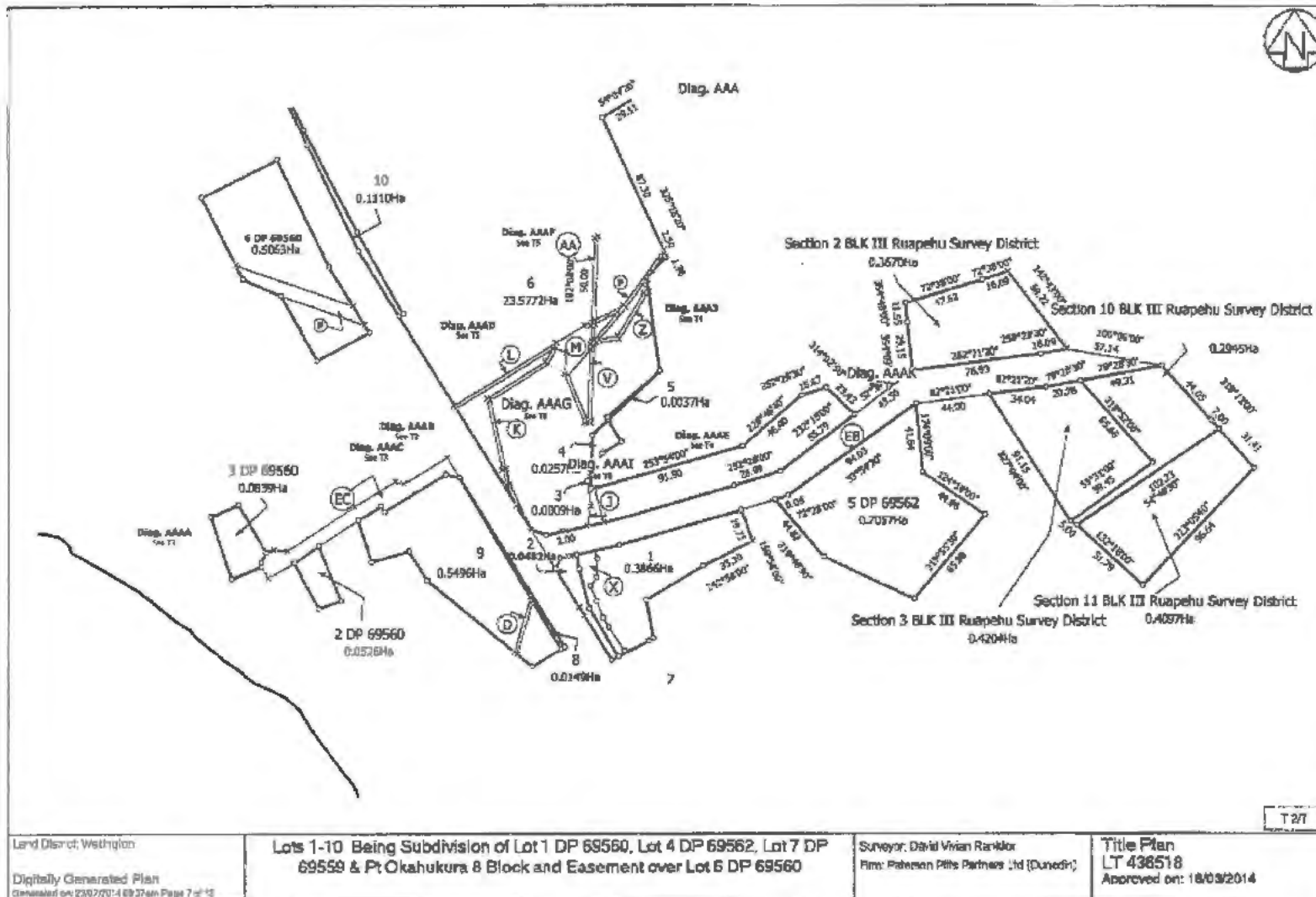
## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

1. The rights implied in easements of vehicular right of way in the 5<sup>th</sup> Schedule of the Property Law Act 2007 as set out in Schedule 5 of this document are amended by:
  - (a) replacing the word, "grantee" with "Concessionaire"; and
  - (b) adding to Clause 2(a) the words, "after first obtaining the prior consent of the Grantor as required in clauses 7 and 8 of Schedule 2 of this easement.
2. The easement will expire upon the termination (for any cause) of the lease 54074-ACC.
3. The Concessionaire's obligation to contribute to the maintenance or upkeep of the easement facility will be satisfied by the Concessionaire's contribution to community service in accordance with the lease 54074-ACC.

# SCHEDULE 4





## **SCHEDULE 5**

### **RIGHTS AND POWERS IMPLIED IN EASEMENTS**

#### **A. FIFTH SCHEDULE PROPERTY LAW ACT 2007**

##### **Rights implied in easements of vehicular right of way**

###### **1. Right to pass and re-pass**

- (1) The grantee and the grantor have (in common with one another) the right to go, pass, and re-pass over and along the land over which the right of way is granted.
- (2) That right to go, pass, and re-pass is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, and equipment of any kind.
- (3) In this clause, the grantee and the grantor include agents, contractors, employees, invitees, licensees, and tenants of the grantee or the grantor.

###### **2. Right to establish and maintain driveway**

The owners and occupiers of the land for the benefit of which, and the land over which, the right of way is granted have the following rights against one another:

- (a) the right to establish a driveway on the land over which the right of way is granted, and to make necessary repairs to any existing driveway on it, and to carry out any necessary maintenance or upkeep, altering if necessary the state of that land; and
- (b) any necessary rights of entry onto that land, with or without machinery, plant, and equipment; and
- (c) the right to have that land at all times kept clear of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway; and
- (d) the right to a reasonable contribution towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard; and
- (e) the right to recover the cost of repairing any damage to the driveway made necessary by any deliberate or negligent act of a person bound by these covenants or that person's agents, contractors, employees, invitees, licensees, or tenants.

###### **3. Right to have land restored after completion of work**

- (1) This clause applies to a person bound by these covenants (person A) if a person entitled to enforce these covenants (person B) has undertaken work, in accordance with the right conferred by clause 2(a) or with an order of a court, on the land over which a right of way is granted.
- (2) Person A has the right, after the completion of the work, to have the land restored as far as possible to its former condition (except for the existence of the driveway).
- (3) That right of person A is subject to person B's right, in accordance with clause 2(d), to receive a reasonable contribution towards the cost of the work.

**B. LAND TRANSFER REGULATIONS 2002**

**1. Interpretation**

In this schedule, unless the context requires otherwise,—

**dominant land**, in relation to an easement, means the land that takes the benefit of the easement and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document

**easement facility,—**

- (a) in relation to a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) in relation to a right to convey electric power or a right to convey telecommunications and computer media, means wires, cables (containing wire or other media conducting materials), towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) in relation to a right of way, means that part of the surface of the land described as the stipulated area:
- (d) in relation to a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (e) in relation to a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (f) in relation to a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

**grantee**, in relation to an easement,—

- (a) means—
  - (i) the registered proprietor of the dominant land; or
  - (ii) the person having the benefit of an easement in gross; and
 includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee

**grantor**, in relation to an easement,—

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor

**repair and maintenance**, in relation to an easement facility, includes the replacement of the easement facility

**servient land**, in relation to an easement, means—

- (a) the parcel of land over which an easement is registered and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document;
- (b) a stipulated course or stipulated area

**stipulated course or stipulated area**, in relation to any of the classes of easements referred to in these regulations, means the course that—

- (a) is shown on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in a transfer instrument, easement instrument, or deposit document.

## **2. Classes of easements**

For the purposes of regulation 10(a), easements are classified by reference to the following rights:

- (a) a right to convey water;
- (b) a right to drain water;
- (c) a right to drain sewage;
- (d) a right of way;
- (e) a right to convey electricity;
- (f) a right to convey telecommunications and computer media;
- (g) a right to convey gas.

## **Rights and powers implied in easements granting certain rights**

### **3. Right to convey water**

1. A right to convey water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient land to the dominant land.
2. The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.
4. The grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

### **4. Right to drain water**

1. A right to drain water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage, or seepage) in

any quantity from the dominant land through the easement facility and over the servient land.

2. The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

**5- Right to drain sewage**

1. A right to drain sewage includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to drain, discharge, and convey sewage and other waste material and waste fluids through the easement facility and over the servient land.
2. The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

**6. Rights of way**

1. A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
2. The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
  - (a) vehicle, machinery, or implement; or
  - (b) domestic animal or (if the servient land is rural land) farm animal.
3. A right of way includes—
  - (a) the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
  - (b) the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the driveway.

**7. Right to convey electricity**

1. A right to convey electricity includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the servient land.

2. The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

**8. Right to convey telecommunications and computer media**

1. A right to convey telecommunications and computer media includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the easement facility and over the servient land.

2. The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

**9. Right to convey gas**

1. A right to convey gas includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the servient land.

2. The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

**Rights and powers implied in all classes of easements**

**10. General rights**

1. All the easements referred to in this schedule include—

(a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and

(b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction).



2. The grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

3. the grantee must not do and must not allow to be done on the dominant land or the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

**11. Repair, maintenance, and costs**

1. If the grantee (or grantees, if more than 1) has (or have) exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.

2. If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).

3. If the easement is in gross, the grantee bears the cost of all work done outside the servient land.

4. The parties responsible for maintenance under subclause (1) or subclause (2) or subclause (5) (as the case may be) must meet any associated requirements of the relevant local authority.

5. The grantor or grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.

6. However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—

(a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

(b) the balance of those costs is payable in accordance with subclause (2).

7. The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

**12. Rights of entry**

1. For the purpose of performing any duty or in the exercise of any rights conferred under these regulations or implied in any easement, the grantee may—

(a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, and equipment; and

- (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
  - (c) leave any vehicles or equipment on the servient land for a reasonable time if work is proceeding.
2. The grantee must ensure that as little damage or disturbance as possible is caused to the servient land or to the grantor.
  3. The grantee must ensure that all work is performed in a proper and workmanlike manner.
  4. The grantee must ensure that all work is completed promptly.
  5. The grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
  6. The grantee must compensate the grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient land.

### **13. Default**

If the grantor or the grantee does not meet the obligations implied or specified in any easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the servient land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

### **14. Disputes**

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

Easement instrument

Dated

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# SCHEDULE 6

## Easement instrument to grant easement

Sections 90A Land Transfer Act 1952

Land registration district

[ ]

BARCODE

[ ]

**Grantor**

*Surname must be underlined*

Her Majesty the Queen (acting through the Minister of Conservation)

**Concessionaire (Grantee)**

*Surname must be underlined*

Kah Corporation Limited

### Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule 2 for the period commencing on and including **1 May 2020** and expiring on and including **30 April 2050**

### Schedule A

Purpose (nature and extent) of easement,	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	"EB" on DP 436518	Lot 7 DP 436518 (CFR 796059)	Those parts of the land subject to lease B183686.1L contained in CFR 620712 and Lot 5 DP 69562 as contained in CFR 796058.
Right of way	"EC" on DP 436518	Lot 7 DP 436518 (CFR 796059)	Those parts of the land subject to lease B183686.1L contained in Lot 2 DP 69560 and Lot 3 DP 69560 as contained in CFR 796058.

**Easements rights and powers (including terms, covenants, and conditions)**

Easement  
instrument

Dated

page

of

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 1

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007

## Annexure Schedule 1

1. The rights to establish and maintain the driveway set out in Clause 2(a) of the Fifth Schedule to the Property Law Act 2007 is amended by adding at the end the words, "after first obtaining the prior consent of the Grantor."
2. The right to establish and repair the driveway set out in Clause 6(3) (a) of Schedule 4 of the Land Transfer Regulations 2002 is amended by adding at the end the words, "after first obtaining the prior consent of the Grantor."
3. The general right implied in all easements by Clause 10(1) (b) of Schedule 4 of the Land Transfer Regulations 2002 to install the easement facility is amended by adding at the end the words, "after first obtaining the prior consent of the Grantor."
4. The general right implied in all easements by Clause 11 of Schedule 4 of the Land Transfer Regulations 2002 to repair the easement facility is amended by deleting Regulation 11(2) and sub clause (4) is amended by deleting reference to sub clause (2).
5. The general right implied in all easements by Clause 13 of Schedule 4 of the Land Transfer Regulations 2002 in relation to default is negated.
6. The general right implied in all easements by Clause 14 of Schedule 4 of the Land Transfer Regulations 2002 in relation to disputes is negated.
7. The within easement is also subject to the following terms and conditions set out in the Sub Schedules below

### Sub-Schedule 1

1.	<b>Concession Activity</b> <i>(clause 2)</i>	Right of way
2.	<b>Term</b> <i>(clause 3)</i>	30 years commencing on 1 May 2020
3.	<b>Final Expiry Date</b> <i>(clause 3)</i>	30 April 2050
4.	<b>Concession Fee</b> <i>(clause 4)</i>	Not required as fees covered by lease 54074-ACC
5.	<b>Concession Fee Payment Date</b> <i>(clause 4)</i>	Not required as fees covered by lease 54074-ACC
6.	<b>Penalty Interest Rate</b> <i>(clause 4)</i>	Double the current Official Cash Rate (OCR). <a href="#">See Reserve Bank of New Zealand website</a>
7	<b>Insurance</b> <i>(To be obtained by</i>	Types and amounts: Public Liability Insurance for:

	<i>Concessionaire)</i> <i>(clause 10)</i>	(c) General indemnity for an amount no less than \$1,000,000.00; and  (d) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and  Third party vehicle liability for an amount no less than \$500,000.00.  Subject to review on each Concession Fee Review Date
8	<b>Addresses for Notices</b> <i>(clause 19)</i>	The Grantor's address is: Department of Conservation Level 4 73 Rostrevor Street HAMILTON 3204 Phone: 07 858 1000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>
		The Concessionaire's address in New Zealand is: Whakapapa Village Mount Ruapehu New Zealand Phone: s 9(2)(a) Email: s 9(2)(a)
9.	<b>Special Conditions</b> <i>(clause 23)</i>	See Sub Schedule 3

Note: The clause references are to the Minister of Conservation's Standard Terms and Conditions set out below in Sub Schedule 2.



## National Park Accommodation Lease Document

Permission Number: 54074-ACC

THIS DOCUMENT is made this 22nd day of December 2017

### **PARTIES:**

**Minister of Conservation** (the Grantor)

**Kah Corporation NZ Limited** (the Lease Holder)

### **BACKGROUND**

- A. The Department of Conservation ("Department") *Te Papa Atawhai* is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The Grantor administers National Parks under the National Parks Act 1980 (the Act), being the Land as described in Schedule 1. Under the Act the Grantor may grant Leases for accommodation within National Parks under section 50(1)(a) or (4) of the Act.
- D. The Lease Holder wishes to carry out the Lease Activity on the Land, subject to the terms and conditions of this Lease.
- E. The Lease Holder acknowledges that the land may be the subject of Treaty of Waitangi claims.
- F. The parties wish to record the terms and conditions of this Lease and its Schedules.


### **OPERATIVE PARTS**

- G. In exercise of the Grantor's powers under the Act the Grantor **GRANTS** to the Lease Holder an Lease under section 50 of the Act to carry out the Lease Activity on the Land subject to the terms and conditions contained in this document.



<p>s 9(2)(a)</p> <hr/> <p>SIGNED on behalf of the Minister of Conservation by David Lumley, Operations Manager, Turangi acting under delegated authority</p> <p>in the presence of:</p> <p>s 9(2)(a)</p> <hr/> <p>Witness Signature</p> <p>Witness Name: <u>Anita Prima</u></p> <p>Witness Occupation: <u>Public servant</u></p> <p>Witness Address: <u>DOC, Turangi</u></p> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p>	<hr/> <p>SIGNED for Kah New Zealand Limited by: Director Name:</p> <p>AND</p> <hr/> <p>SIGNED for Kah New Zealand Limited Limited by: Director Name:</p>
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## SCHEDULE 1

1.	<p><b>Land</b> (clause 1 )</p>	<p><u>Lease Land</u> As marked on the attached plan and map in Schedule 4 being: Physical Description/Common Name: The Chateau Tongariro, Whakapapa Village, Tongariro National Park Land Status: Amenities Area, National Park Area: 26 hectares more or less Legal Description:</p> <ul style="list-style-type: none"> <li>• CFR 620712 – Lot 1, DP 436518</li> <li>• CFR 620713 – Lot 2, DP 436518</li> <li>• CFR 620714 – Lot 3, DP 436518</li> <li>• CFR 620715 – Lot 4, DP 436518</li> <li>• CFR 620716 – Lot 5, DP 436518</li> <li>• CFR 620717 – Lot 6, DP 436518</li> <li>• CFR 620719 – Lot 8, DP 436518</li> <li>• CFR 620720 – Lot 9, DP 436518</li> <li>• CFR 620721 – Lot 10, DP 436518</li> <li>• CFR 796058 – Lots 2-3, DP 69560 and Lot 5, DP 69562</li> </ul>
2.	<p><b>Lease Activity</b> (clause 2 )</p>	<p>A lease for the operation and maintenance of the Chateau Tongariro, Tourist Resort Hotel and surrounding land. As more specified in Schedule 3.</p>
3.	<p><b>Term</b> (clause 4)</p>	<p>30 years commencing on 1 May 2020</p>
4.	<p><b>Renewal(s)</b> (clause 4)</p>	<p>Nil</p>
5.	<p><b>Final Expiry Date</b> (clause 4 )</p>	<p>30 April 2050</p>
6.	<p><b>Lease Fee</b> (clause 5)</p>	<p><b>Lease Activity Fee</b></p> 
7.	<p><b>Environmental Monitoring Contribution</b> (clause 10)</p>	<p>As required (see Schedule 3, special condition 6).</p>
8.	<p><b>Community Services Contribution</b> (Special condition 3, Schedule 3)</p>	<p><b>Local Body Services Levy</b> Required as per quarterly invoicing</p>

9.	<b>Total payment to be made per annum</b> (clause 5)	Percentage of gross revenue (determined as per clause 6, schedule 1 above), payable in monthly installments based on estimated turnover, with an equalization payment to be made at the end of every 12 month period (Item 6); and  At least \$1,000.00 per annum plus GST (comprising Lease Management Fee (Item 6), Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8))
10.	<b>Total payment instalment(s)</b> (clause 5)	At least \$1,000.00 per annum, plus Percentage of turnover (determined in accordance with clause 6 schedule 1 above), payable in monthly installments based on estimated turnover, with an equalization payment to be made at the end of every 12 month period.
11.	<b>Lease Fee Payment Date(s)</b> (clause 5)	Activity Fee due on the 20 <sup>th</sup> of each month, with management and monitoring fee (if charged) payable on the 20 <sup>th</sup> of the month of the commencement date.
12.	<b>Penalty Interest Rate</b> (clause 5)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website.
13	<b>Lease Fee Review Date(s)</b> (clause 6)	1 May 2020, 1 May 2023, 1 May 2026, 1 May 2029, 1 May 2032, 1 May 2035, 1 May 2038, 1 May 2041, 1 May 2044, 1 May 2047.
14.	<b>Insurance</b> (To be obtained by Lease Holder) (clause 13)	Public Liability Insurance for: <ul style="list-style-type: none"> <li>(a) General indemnity for an amount no less than \$1,000,000.00; and</li> <li>(b) Forest and Rural Fires Act extension for an amount no less than \$250,000.00; and</li> </ul> Third party vehicle liability for an amount no less than \$500,000.00.  Subject to review on each Lease Fee Review Date
15	<b>Health and Safety</b> (clause 14)	Audited Safety Plan: Not required
16	<b>Addresses for Notices</b> (clause 25)	The Grantor's address is: Department of Conservation Level 4 73 Rostrevor Street HAMILTON 3204 Phone: 07 858 1000 Email: <a href="mailto:permissionshamilton@doc.govt.nz">permissionshamilton@doc.govt.nz</a>

		<p>The Lease Holders' address in New Zealand is:                  Whakapapa Village                  Mount Ruapehu                  New Zealand                  s 9(2)(a)</p>
18	<b>Guarantee</b> (clause 30)	Not required
19	<b>Special Conditions</b> (clause 34)	See Schedule 3
20	<b>Processing Fee</b> (clause 5)	\$2,410.00 + GST

## **SCHEDULE 2**

### **TERMS AND CONDITIONS OF LEASE GRANTED UNDER THE NATIONAL PARKS ACT 1980**

#### **1. Interpretation**

1.1 In this Document, unless the context otherwise requires:

**“Land”** means the Land which this Lease applies to, as described in Item 1 of Schedule 1.

**“Lease Land”** means the Land described as Lease Land in Item 1 of Schedule 1.

**“Licence Land”** means the Land described as Licence Land in Item 1 of Schedule 1.

1.2 Where the Grantor's consent or approval is expressly required under a provision of this Lease, the Lease Holder must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 The Lease Holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Lease Holder is liable under this Lease for any breach of the terms of the Lease by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Lease Holder.

1.4 Where this Lease requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Lease such consent must not be unreasonably withheld.

1.5 Where this Lease provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing.

1.6 The covenants and powers contained in Part 2 of Schedule 3 of the Property Law Act 2007 are not to be implied in this Lease and are expressly negated.

#### **2. What is being authorised?**

2.1 The Lease Holder may only use the Land for the Lease Activity.

2.2 The Lease Holder must exercise reasonable skill, care and diligence in carrying out the Lease Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.

2.3 The Lease Holder must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.

- 2.4 The Lease Holder must not commence the Lease Activity until the Lease Holder has signed the Lease Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Lease.

**3. What about quiet enjoyment?**

- 3.1 The Lease Holder, while paying the Lease Fee and performing and observing the terms and conditions of this Lease, is entitled peaceably to hold and enjoy the Lease Land and any structures and facilities of the Grantor without hindrance or interruption by Grantor or by any person or persons claiming under the Grantor until the expiration or earlier termination of this Lease.
- 3.2 Provided that reasonable notice has been given to the Lease Holder, the Grantor, its employees and contractors may enter the Lease Land and Licence Land to inspect the Land and facilities, to carry out repairs and to otherwise monitor compliance with this Lease.

**4. How long is the Lease for - the Term?**

- 4.1 This Lease commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 4.2 If there is a right of renewal then the Grantor at the Lease Holder's cost must renew the Term for a further period as set out in Item 4 of Schedule 1 provided that the Lease Holder:
- (a) gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Lease Holder's intention to renew this Lease; and
  - (b) at the time notice is given in accordance with this clause the Lease Holder is not in breach of this Lease.
- 4.3 The renewal is to be on the same terms and conditions expressed or implied in this Lease except that the Term of this Lease plus all further renewal terms is to expire on or before the Final Expiry Date.

**5. What are the fees and when are they to be paid?**

- 5.1 The Lease Holder must pay to the Grantor in the manner directed by the Grantor the Lease Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the installments and on the Lease Fee Payment Date specified in Items 10, and 11 of Schedule 1.
- 5.2 If the Lease Holder fails to make payment within 14 days of the Lease Fee Payment Date then the Lease Holder is to pay interest on the unpaid Lease Fee from the Lease Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

**6. When can the fee be reviewed?**

- 6.1 The Grantor is to review the Lease Fee on the Lease Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Lease Fee Review Date and no later than 9 months following the Lease Fee Review Date by giving notice to the Lease Holder.
  - (b) Subject to clause 6.1(e) the notice must specify the Lease Fee which the Grantor considers to be the market value for the Lease Activity as at the Lease Fee Review Date having regard to the following matters:
    - (i) any circumstances relating to the nature of the Lease Activity; and
    - (ii) the effects of the activity on the purposes of the area affected; and
    - (iii) any contractual conditions, covenants, or other encumbrances placed upon intrinsic resources, natural resources, or historic resources by the Lease ; and
    - (iv) or any other matter which the Grantor otherwise determines to be relevant.
  - (c) If, within 28 days of receipt of the Grantor's notice, the Lease Holder gives notice to the Grantor that the Lease Holder disputes the proposed new Lease Fee, the new Lease Fee is to be determined in accordance with clause 6.2(a) or (b).
  - (d) If the Lease Holder does not give notice to the Grantor under clause 6.1(c) the Lease Holder is to be deemed to have accepted the Lease Fee specified in the Grantor's notice.
  - (e) Notwithstanding clause 6.1(b) the new Lease Fee so determined or accepted must not be less than the Lease Fee payable during the year preceding the particular Lease Fee Review Date and is to be the Lease Fee payable by the Lease Holder from the Lease Fee Review Date.
  - (f) Until determination of the new Lease Fee, the Lease Fee payable by the Lease Holder from the Lease Fee Review Date is to be the Lease Fee specified in the Grantor's notice. On determination of the new Lease Fee an adjustment is to be made and paid, either by the Grantor or by the Lease Holder, whichever is applicable.
- 6.2 Immediately the Lease Holder gives notice to the Grantor under clause 6.1(c) the parties are to endeavour to agree on a new Lease Fee. If the parties are unable to reach agreement within 28 days the new Lease Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Lease Fee to be determined by the Disputes clause (clause 23) or, if the parties agree,
  - (b) by registered valuers acting as experts and not as arbitrators as follows:
    - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Lease Fee by this means.

- (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Lease Fee and that valuer's determination is to be binding on both parties.
  - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
  - (iv) The valuers are to determine the new Lease Fee which they consider to be the market value for the Lease Activity as at the Lease Fee Review Date having regard to the matters specified in condition 6.1(b) above but in no case is the new Lease Fee to be less than the Lease Fee payable during the year preceding the particular Lease Fee Review Date. If they fail to agree the Lease Fee is to be determined by the umpire.
  - (v) In determining the Lease Fee the valuers or umpire are to disregard the annual cost to the Lease Holder to maintain or provide access to the Land.
  - (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
  - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Lease Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) If a Lease Fee Review Date is postponed because of a moratorium imposed by law the Lease Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
- (i) the Lease Fee Review is to establish the market value for the Lease Activity as at that date instead of the date fixed under clause 6.1 having regard to the matters specified in condition 6.1(b) above but in no case is the new Lease Fee to be less than the Lease Fee payable during the year preceding the particular Lease Fee Review Date; and
  - (ii) each subsequent Lease Fee Review is to take place in accordance with the procedure fixed in clause 6.1.

**7. Are there any other charges?**

- 7.1 The Lease Holder must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Lease Holder's use of the Land or the carrying on of the Lease Activity.
- 7.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.



- 7.3 Where the Grantor has paid such levies, rates or other charges the Lease Holder must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Lease Holder is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

**8. When can the Lease be assigned?**

- 8.1 The Lease Holder must not transfer, sub licence, assign, mortgage or otherwise dispose of the Lease Holder's interest under this Lease or any part of it (which includes the Lease Holder entering into a contract or any other arrangement whatsoever whereby the Lease Activity would be carried out by a person (called the assignee) other than the Lease Holder) without the prior written consent of the Grantor.
- 8.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 8.1.
- 8.3 If the Grantor gives consent under this clause then the Lease Holder remains liable to observe and perform the terms and conditions of this Lease throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Lease.
- 8.4 The Lease Holder must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 8.5 If the Lease Holder is not a publicly listed company then any change in the shareholding of the Lease Holder altering the effective control of the Lease Holder is to be deemed to be an assignment and requires the consent of the Grantor.

**9. What are the obligations to protect the environment?**

- 9.1 The Lease Holder must not cut down or damage or take any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
- 9.2 The Lease Holder must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 9.3 The Lease Holder must not store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance
- 9.4 If directed by the Grantor, the Lease Holder must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.

- 9.5 The Lease Holder must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 9.6 The Lease Holder must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Lease Holder must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.
- 9.7 If, during the Term, the Lease Holder removes a structure or facility from the Land the Lease Holder must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 9.8 The Lease Holder must not bury:
- (a) any toilet waste within 50 metres of a water source on the Land; or
  - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

**10. What about Environmental Monitoring?**

- 10.1 The Lease Holder must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Lease Holders' use of the Land and conduct of the Lease Activity.
- 10.2 If the Grantor does not issue a direction under clause 10.1 the Lease Holder must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 7 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Lease Holder's use of the Land and conduct of the Lease Activity.

**11. When can new structures be erected or land alterations occur?**

- 11.1 The Lease Holder must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.
- 11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Lease Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 11.3 The Lease Holder must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 11.4 The Lease Holder must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before :

- (a) erecting new structure or altering any structure on the Land
  - (b) altering the Land in any way.
- 11.5 The Lease Holder must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Land to which users of the building have ready access.
- 11.6 The Lease Holder must keep and maintain all building systems and any structure on the Land in accordance with the, requirements of any compliance schedule.
- 11.7 The Lease Holder must retain and make available to any territorial Lease and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

## 12. **What about advertising?**

- 12.1 The Lease Holder must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Lease the Lease Holder must remove all signs and advertising material and make good any damage caused by the removal.
- 12.2 If directed by the Grantor, the Lease Holder must ensure that all its advertising and promotional material specifies that it is carrying out the Lease Activity under an Lease granted by the Grantor on land administered by the Department.
- 12.3 If directed by the Grantor, the Lease Holder must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 12.4 The Lease Holder is encouraged to obtain information from and have regard to the views of tangata whenua.

## 13. **What are the liabilities and who insures?**

- 13.1 The Lease Holder agrees to use the Land at the Lease Holder'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.
- 13.2 The Lease Holder 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 Lease Holder's performance of the Lease Activity.

- 13.3 This indemnity is to continue after the expiry or termination of this Lease in respect of any acts or omissions occurring or arising before its expiry or termination.
- 13.4 The Lease Holder has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 13.5 Despite anything else in clause 13 the Lease Holder is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land , the Lease Activity, or to any structures, equipment or facilities on the Land 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 13.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 13.7 Where the Grantor is found to be liable in accordance with clause 13.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Lease Holder's structures, equipment and facilities.
- 13.8 Despite anything else in clause 13 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.9 Without prejudice to or in any way limiting its liability under this clause 13 the Lease Holder at the Lease Holder's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 14 of Schedule 1 with a substantial and reputable insurer.
- 13.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Lease Holder, alter the amounts of insurance required under clause 13.9. On receiving such notice the Lease Holder 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.
- 13.11 The Lease Holder 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 Lease , including any renewal policies if such renewal occurs during the Term; and/ or;
  - (b) a copy of the current certificate of such policies.

14. **What about Health and Safety?**

- 14.1 The Lease Holder must exercise the rights granted by this Lease in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent Lease relating to the exercise of this Lease. The Lease Holder

must comply with its safety plan (if one is required in Item 15 of Schedule 1), and with any safety directions of the Grantor.

- 14.2 Before commencing the Lease Activity the Lease Holder must, if required by Item 15 of Schedule 1:
- (a) prepare a safety plan;
  - (b) have it audited by a suitably qualified person approved by the Grantor and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Lease Activity; and
  - (c) the Lease Holder must obtain from the auditor details as to when the safety plan is to be re-audited. The Lease Holder must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 14.3 If clause 14.2 applies then if the Lease Holder amends or replaces the safety plan then before the amendment or replacement plan takes effect the Lease Holder must comply with 14.2(b) and (c).
- 14.4 The Grantor may at any time request the Lease Holder to provide the Grantor with a copy of the current safety plan in which case the Lease Holder must provide the copy within 10 working days of receiving the request.
- 14.5 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Lease Holder under clause 14 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 14.6 The Lease Holder must:
- (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
  - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Lease Holder's operations;
  - (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Lease Holder is aware;
  - (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
  - (e) ensure that all contracts between the Lease Holder and any contractors contain, at a minimum, the same requirements as clause 14;
  - (f) be satisfied that facilities or equipment provided by the Grantor to enable the Lease Activity to be carried out meet the safety requirements of the Lease Holder;
  - (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Lease Activity; and if such material or

equipment is required as part of the Lease Activity, the Lease Holder must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

15. **What are the compliance obligations of the Lease Holder?**

15.1 The Lease Holder must comply where relevant:

- (a) with the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Land or affecting or relating to the Lease Activity, including any regulations made under the Wildlife Act 1953 or bylaws made under the National Parks Act 1980; and
- (b) with the provisions of the applicable management plan; and
- (c) with all notices and requisitions of any competent Lease affecting or relating to the Land or affecting or relating to the conduct of the Lease Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Lease Activity on the Land.

15.2 The Lease Holder must comply with this Lease.

15.3 A breach or contravention by the Lease Holder of any Legislation affecting or relating to the Land or affecting or relating to the Lease Activity is deemed to be a breach of this Lease .

15.4 If the Legislation requires the Grantor to spend money on the Grantor's own structures, facilities or land alterations on the Land, the Grantor may charge, in addition to the Lease Fee, an annual sum equal to 15% per annum of the amount spent by the Grantor.

15.5 If the Legislation requires the Grantor to spend money on structures, facilities or land alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this Lease and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 23.

16. **What if structures or facilities on the Land are damaged or destroyed**

16.1 If structures or facilities (or any portion of them) of the Grantor or the Lease Holder are totally destroyed or so damaged:

- (a) as to render them untenable, all or part of the Lease is to terminate at once at the entire discretion of the Grantor; or
- (b) as, in the reasonable opinion of the Grantor, to require demolition or reconstruction, the Grantor may, within 3 months of the date of damage or destruction, give the Lease Holder 1 month's notice to terminate and a fair proportion of the Lease Fee and Other Charges

is to cease to be payable according to the nature and extent of the damage.

- 16.2 Any termination under clause 16.1 is to be without prejudice to the rights of either party against the other.
- 16.3 If any structures or facilities (or any portion of them) of the Grantor are damaged but not so as to render the premises untenable and:
- (a) the Grantor's policy or policies of insurance have not been invalidated or payment of the policy monies refused in consequence of some act or default of the Lease Holder; and
  - (b) all the necessary permits and consents are obtainable; and
  - (c) the Grantor has not exercised the right to terminate under clause 16.1,
- the Grantor must, with all reasonable speed, apply all insurance money received by the Grantor in respect of the damage towards repairing the damage or reinstating the structures or facilities; but the Grantor is not liable to spend any sum of money greater than the amount of the insurance money received.
- 16.4 Any repair or reinstatement under clause 16.3 may be carried out by the Grantor using such materials and form of construction and according to such plan as the Grantor thinks fit and is to be sufficient so long as it is reasonably adequate for the Lease Holder's use of the Land for the Lease Activity.
- 16.5 Until the completion of the repairs or reinstatement set out at clause 16.3, a fair proportion of the Lease Fee and other charges is to cease to be payable according to the nature and extent of the damage.
- 16.6 If any necessary permit or consent is not obtainable or the insurance money received by the Grantor is inadequate for the repair or reinstatement, all or part of the Lease is to terminate at once (at the entire discretion of the Grantor) but without prejudice to the rights of either party against the other.

**17. What are the Grantor's rights to remedy defaults?**

- 17.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Lease Holder under this Lease. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Lease Holder notice of the default and a reasonable opportunity to remedy the default.
- 17.2 The Lease Holder must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Lease Holder is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1

**18. When can the Lease be suspended?**

- 18.1 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, whether or not from any breach of the terms of this Lease on the part of the Lease Holder, then the Grantor may suspend this Lease.
- 18.2 If, in the Grantor's opinion, the activities of the Lease Holder 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 Lease until the Lease Holder avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 18.3 The Grantor may suspend the Lease for such period as the Grantor determines where the Lease Holder has breached any terms of this Lease.
- 18.4 The Grantor may suspend this Lease while the Grantor investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while the Grantor investigates any potential breach or possible offence by the Lease Holder, whether or not related to the Lease Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 18.5 The word "investigates" in clause 18.4 includes the laying of charges and awaiting the decision of the Court.
- 18.6 During any period of temporary suspension arising under clauses 18.1 or 18.2 the Lease Fee payable by the Lease Holder is to abate in fair proportion to the loss of use by the Lease Holder of the Land.
- 18.7 The Grantor is not to be liable to the Lease Holder for any loss sustained by the Lease Holder by reason of the suspension of the Lease under this clause 18 including loss of profits.

**19. When can the Lease be terminated?**

- 19.1 The Grantor may terminate this Lease either in whole or in part:
- (a) by 14 days notice to the Lease Holder if the Lease Fee or any other money payable to the Grantor under this Lease is in arrears and unpaid for 10 working 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 Lease Holder or such sooner period as it appears necessary and reasonable to the Grantor if:
    - (i) the Lease Holder breaches any terms of this Lease and in the Grantor's sole opinion the breach is able to be rectified; and
    - (ii) the Grantor has notified the Lease Holder of the breach; and
    - (iii) the Lease Holder 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 Lease Holder where the Lease Holder breaches any terms of this Lease 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 Lease Holder where the Lease Holder breaches clauses 13.9 or 14; or
  - (e) by notice in writing to the Lease Holder if the Lease Holder ceases to conduct the Lease Activity or, in the reasonable opinion of the Grantor, the conduct of the Lease Activity is manifestly inadequate; or
  - (f) by notice in writing to the Lease Holder if the Lease Holder is convicted of an offence under the National Parks Act 1980; 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 Lease Activity; or
  - (g) by notice in writing to the Lease Holder if the Lease Holder 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 Lease Holder is made subject to a Writ of Sale or charging order; or the Lease Holder ceases to function or operate; or
  - (h) immediately and without notice 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 Lease 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 Lease on the part of the Lease Holder.
- 19.2 The Grantor may exercise the Grantor's right under this clause to terminate the Lease notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
- 19.3 Termination of the Lease is not to prejudice or affect the accrued rights or claims and liabilities of the parties.
- 20. What happens on termination or expiry of the Lease?**
- 20.1 If the Grantor permits the Lease Holder to remain in occupation of the Land after the expiry or earlier termination of the Term, (which permission may be oral or in writing), the occupation is to be on the basis:
- (a) of a monthly tenancy only, terminable by 1 month's notice by either party; and
  - (b) at the Lease Fee then payable; and
  - (c) otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Lease .

- 20.2 On expiry or termination of this Lease, either as to all or part of the Land, the Lease Holder is not entitled to compensation for any structures or other improvements placed or carried out by the Lease Holder on the Land.
- 20.3 The Lease Holder may, with the Grantor's written consent, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Lease Holder is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition.
- 20.4 The Lease Holder must, if the Grantor gives written notice, remove any specified structures and other improvements on the Land. Removal under this clause must occur within the time specified by the Grantor and the Lease Holder is to make good any damage and leave the Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Lease Holder makes an application for a further Lease in respect of the same Lease Activity on the Land then the Grantor can not require such removal and reinstatement until such time as that Lease application has been determined. If a new Lease is granted then removal and reinstatement can not be required until the expiry or termination of the new Lease.

**21. When is the Grantor's consent required?**

- 21.1 Where the Grantor's consent or approval is expressly required under this Lease then the Lease Holder 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.

**22. What about other authorities or concessions?**

- 22.1 Nothing expressed or implied in this Lease is to be construed as preventing the Grantor from granting other authorities or concessions, whether similar or not, to other persons provided that the Grantor must not grant another Lease or concession that would derogate in any material way from the Lease Holder's ability to carry out the Lease Activity.

**23. How will disputes be resolved?**

- 23.1 If a dispute arises between the parties in connection with this Lease 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.
- 23.2 If the dispute cannot be resolved 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.

- 23.3 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.
- 23.4 The arbitrator must include in the arbitration award reasons for the determination.
- 23.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Lease.

**24. What about prosecution for offences?**

- 24.1 Where any breach of this Lease by the Lease Holder also constitutes an offence under the Resource Management Act 1991, the National Parks Act 1980, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor under this Lease is to preclude the Grantor from prosecuting the Lease Holder; and
  - (b) no failure by the Grantor to prosecute the Lease Holder is to preclude the Grantor from exercising the Grantor's remedies under this Lease ; and
  - (c) any action of the Grantor in prosecuting the Lease Holder is not to preclude the Grantor from exercising the Grantor's remedies under this Lease .

**25. How are notices sent and when are they received?**

- 25.1 Any notice to be given under this Lease is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 16 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 fax, on the date of dispatch;
  - (c) in the case of post, on the 3rd working day after posting;
  - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 25.2 If any party's details specified in Item 16 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

**26. What is the scope of the Lease?**

26.1 Except as provided by legislation, this Lease and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Lease and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Lease.

**27. Can provisions be severed?**

27.1 Any illegality, or invalidity or unenforceability of any provision in this Lease is not to affect the legality, validity or enforceability of any other provisions.

**28. What about the payment of costs?**

28.1 The Lease Holder must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Lease or any extension or variation of it.

28.2 The Lease Holder 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.

**29. What is the relationship of parties?**

29.1 Nothing expressed or implied in this Lease is to be construed as:

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Lease Holder any right of exclusive occupation or use of the Licence Land;
- (c) granting any exclusive estate or interest in the Licence Land to the Lease Holder;
- (d) affecting the rights of the Grantor and the public to have access across the Licence Land.

**30. What about a Guarantee?**

30.1 Where the Grantor has in Item 18 of Schedule 1 required this Lease to be guaranteed by a third party the following clauses are to apply.

30.2 In consideration of the Grantor entering into this Lease at the Guarantor's request the Guarantor:

- (a) guarantees payment of the Lease Fee and the performance by the Lease Holder of the covenants in this Lease; and
- (b) indemnifies the Grantor against any loss the Grantor might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

30.3 The Guarantor covenants with the Grantor that:

- (a) no release, delay, or other indulgence given by the Grantor to the Lease Holder, to the Lease Holder's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
- (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Lease Holder and the Grantor is under no obligation to take proceedings against the Lease Holder before taking proceedings against the Guarantor;
- (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Lease Fee;
- (d) any assignment of this Lease and any Lease Fee Review in accordance with this Lease are not to release the Guarantor from liability;
- (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

**31. What about Co-Siting?**

- 31.1 In this clause "Co-Site" means the use of the Lease Holder's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 31.2 The Lease Holder must not allow Co-Siting on the Land without the prior written consent of the Grantor.
- 31.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of an Lease fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 31.4 In addition, the Grantor must withhold consent if:
  - (a) the Co-Siting would result in a substantial change to the Lease Holder on the Land; or
  - (b) the Grantor considers the change to be detrimental to the environment of the Land.
- 31.5 Subject to clause 31.4 the Lease Holder must, if required by the Grantor, allow Co- Siting on the Land.
- 31.6 Where the Lease Holder maintains that Co-Siting by a third party on the Land would:
  - (a) detrimentally interfere physically or technically with the use by the Lease Holder of the Land; or
  - (b) materially prejudice any resource consents obtained by the Lease Holder or cause more onerous conditions to be imposed on it by the relevant Lease ; or
  - (c) obstruct or impair the Lease Holder's ability effectively to operate from the Land; or
  - (d) interfere with or prevent future forecast works of the Lease Holder,

the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 31.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 31.6.

- 31.7 If the independent consultant report rejects the Lease Holder's concerns, the Lease Holder may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.8 Where the Lease Holder is required under clause 31.5 to allow Co-Siting on the Land, the Lease Holder is, subject to clause 31.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Lease Holder and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Lease Holder and third party;
  - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
  - (c) any other matters the Grantor considers relevant.
- 31.9 If the Lease Holder does not accept the Grantor's determination, the Lease Holder may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate Lease or concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Lease Holder's rights and obligations in relation to the Land.
- 31.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Lease Holder and third party, and any conditions imposed by the Lease Holder have been met.

## **32. What about registering the Lease component of the Lease?**

- 32.1 The Grantor is not required to do any act or thing to enable the Lease component of this Lease to be registered and the Lease Holder must not register a caveat in respect of the Lease Holder's interest under this Lease .
- 32.2 Nevertheless, if the Lease Holder wishes to register the Lease component of this Lease under the Land Transfer Act 1952, the Grantor must take all such steps as are necessary to enable a certificate of title to issue in respect of the land against which the Lease component of this Lease may be registered subject to the Lease Holder being responsible for and bearing all costs of and incidental to any survey necessary to enable such issue of title and all costs

incurred by the Grantor in enabling such an issue of title and in having this Lease re-executed by the parties in a form suitable for registration.

32.3 For the purposes of registration 'Lease Holder' has the same meaning as 'Lessee' and 'Grantor' has the same meaning as 'Lessor'.

33. **Which clauses survive termination?**

33.1 Clauses 13 and 25 survive the termination of this Lease.

34. **Are there any Special Conditions?**

34.1 Special conditions are specified in Schedule 3.

35. **The Law**

35.1 This Lease is to be governed by, and interpreted in accordance with the laws of New Zealand.

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **1. LEASE ACTIVITY**

- 1.1 The Lease Activity specifically provides for:
- a. The provision of accommodation for the visitors to the Park together with the activities normally associated with a licensed hotel, included the provision of food and the consumption of liquor on the premises.
  - b. Staff accommodation buildings
  - c. Golf Course (9-hole)
  - d. Tennis courts
  - e. Bowling green
  - f. Swimming pool
  - g. Movie theatre
  - h. Gift shop
  - i. Conference facilities
  - j. Garage
- 1.2 No other activity as defined in clause 1.1 may be undertaken, unless prior written consent from the Grantor is obtained.

#### **2. CALCULATION OF ACTIVITY FEE**

- 2.1 The Lease Holder will provide to the Grantor annually, within 2 months of the request being made by the Grantor, a set of accounts accurately reflecting the financial position of the Kah Corporation and associated businesses allowed under this Lease.
- 2.2 Within 12 months of the commencement of this lease, the Lease Holder agrees to a valuation being undertaken on the land to assess the annual activity fee. The outcome of this valuation will set the Annual Activity Fee from 1 May 2021 until the next rent review date.

#### **3. COMMUNITY SERVICES CONTRIBUTION**

- 3.1 The applicable management plan relating to the national park allows the Grantor to recover a community services contribution from parties conducting an activity within the national park under concession or Lease. Where any community service, benefit, or facility has been provided by the Minister or the Director-General within the National Park for the benefit of the Lease Holder either occupying any part of the National Park or undertaking any activity within the National Park under this Lease:
- a. the Minister may, in accordance with this condition, assess the amount of contribution to be paid to the Minister by the Lease Holder towards the cost of providing and maintaining that service, benefit, or facility,
  - b. the contribution assessed under paragraph (a) in respect of the capital cost of providing any such service, benefit, or facility shall be apportioned by the Minister amongst parties including the Lease Holder in such manner as he or she thinks fit and shall be paid in a manner as the Minister may determine, and the Minister may also apportion amongst



parties including the Lease Holder in an annual contribution to meet the cost of maintaining any such service, benefit, or facility,

- c. any amount apportioned by the Minister to be paid by the Lease Holder shall be due and payable to and recoverable by the Minister on the expiration of 3 months after demand made by the Minister or Director-General.

#### **4. VEGETATION**

- 4.1 Prior to undertaking any landscaping work, the Lease Holder is to prepare and submit to the Grantor a landscaping plan for the Land. The Grantor may require any such amendments to the plan, or withhold such consent at its sole discretion.
- 4.2 The Lease Holder must clear and keep the Land clear of all plants not native to the Park unless the Lease Holder obtains the written consent of the Grantor to permit specified species of plants on defined areas of the Land;
- 4.3 The Lease Holder must ensure they do not:
  - a. Cut, trim, destroy or mutilate any native trees, plants, bushes or other indigenous vegetation on the Land or in the Park.
  - b. Plant any trees, shrubs or plants of any description or bring any trees, shrubs or plants of any description onto the Land or into the Park without the approval of the Grantor.

#### **5. OTHER DUTIES**

- 5.1 The Lease Holder must undertake a daily rubbish collection around the Lease Area. Any waste collected must be disposed of in an approved facility outside public conservation land.
- 5.2 The Lease Holder must not keep or permit to be kept any dogs, cats or other animals on the Land.
- 5.3 The Lease Holder must ensure they do not harm or kill birds, lizards or indigenous wildlife on the Land or in the Park.
- 5.4 Take any steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Improvements or Land and if required by the Grantor engage a pest exterminator approved by the Grantor.
- 5.5 Take adequate and appropriate measures to advise its guests of the activities which are prohibited in the Park.
- 5.6 In addition, the Lease Holder shall use its best endeavours to ensure that all promotional materials and information provided to guests promotes the awareness of the Park and the need to protect the Park. The Lease Holder shall use its best endeavours to encourage guests to behave in a responsible and appropriate manner in the Park.

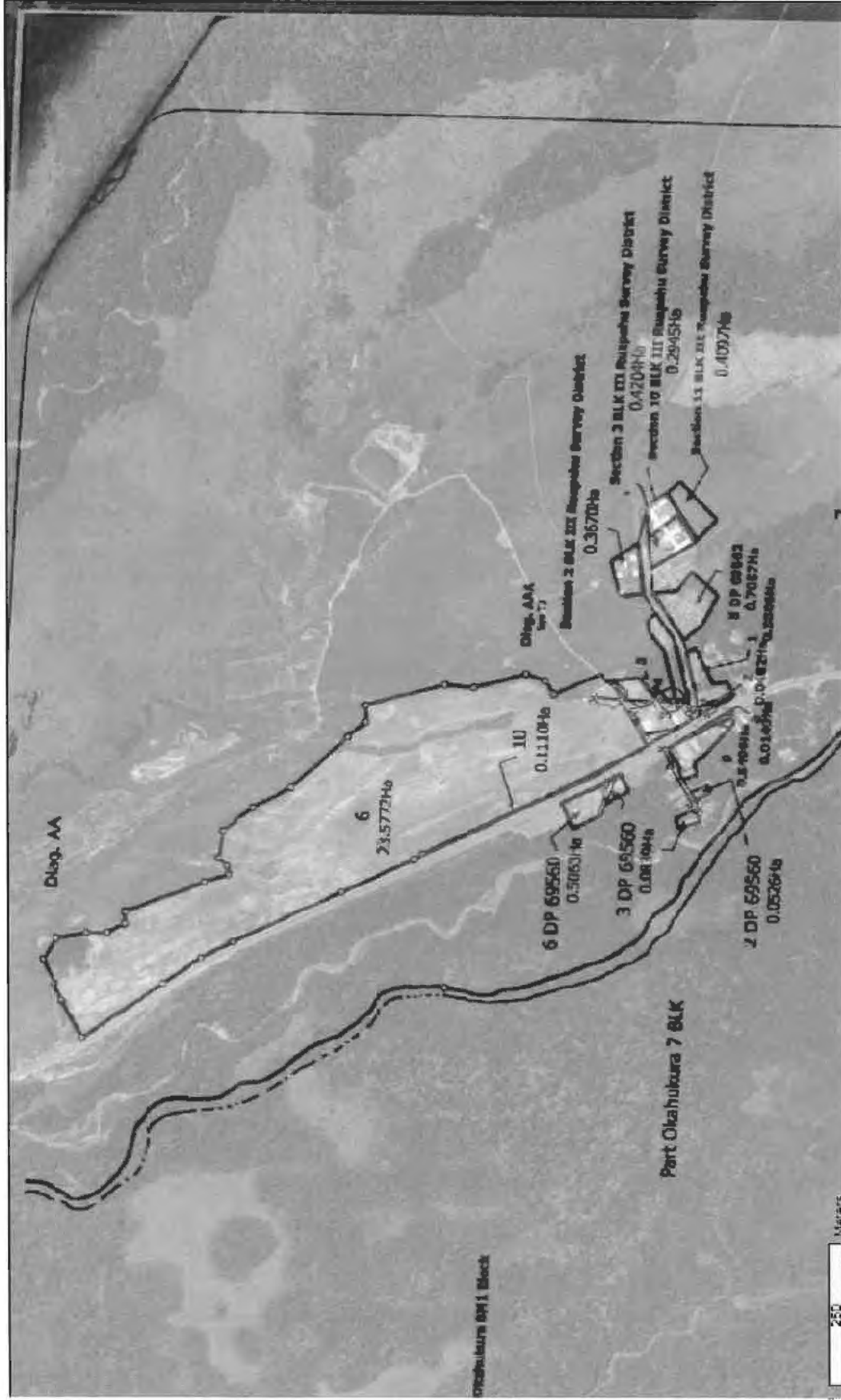
#### **6. MONITORING**

- 6.1 If the Grantor determines that the conditions of this Document or the effects of Lease Activity should be monitored, the Lease Holder shall meet: either the

full costs of any monitoring programme that is implemented; or, if the Grantor determines that the costs should be apportioned among several concessionaires or lease holders who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

**SCHEDULE 4**









File Ref: 54074-ACC

22 December 2017

Kah New Zealand Limited  
Private Bag 2006  
Taupo  
New Zealand

FAO: Kathy Guy

Dear Kathy

**Re: LEASE AND EASEMENT APPLICATION APPROVAL 54074-ACC**

We are pleased to advise you that your application for a concession has been approved and we are now able to offer you contracts for both the easement and lease outlining the terms and conditions of this approval. Please find attached a copy of these contracts for your consideration.

These documents contain all the terms and conditions of your concession to operate on public conservation land and represent the formal agreement between the Department and Kah New Zealand Limited.

Please read them carefully before signing so that you clearly understand your obligations. It is advised that you seek legal advice.

The conditions listed in your concession are related only to the role and responsibilities of the Minister of Conservation and/or the Director-General of Conservation. It does not cover the role or responsibilities of local or regional councils, other government agencies e.g. Ministry of Transport, Civil Aviation Authority or Police. You may need to contact other agencies to ensure you have all other required legal documentation in place.

**Acceptance of Offer**

You can accept the terms and conditions of the concession contract by signing a copy of the contract. Please make sure that your signature/s is formally witnessed. You must also initial each page of Schedule 1 of both contracts.

Both copies of the contract have already been signed by the Minister of Conservation's representative. Once you have signed both copies, please return a copy to the Department by 22 January 2018.

**Reconsideration of Decision**

You have the right to have this decision reconsidered, at your cost, under section 17ZJ of the Conservation Act. If, for any reason, you wish to apply for reconsideration please inform me by 22 January 2018.

**Insurance**

Your concession requires you to have current insurance to the prescribed limits. While you are not required to provide evidence of this at this time please be aware that it may be requested at any time during the term of your concession.

Thank you for your co-operation, I look forward to hearing from you. If you have any queries regarding this letter or the enclosed contracts please do not hesitate to contact the writer.

Yours sincerely  
s 9(2)(a)

Sophie Austin  
Permissions Advisor  
Hamilton Office  
s 9(2)(a)  
[saustin@doc.govt.nz](mailto:saustin@doc.govt.nz)