

Applicant Information Form 1a Notified or Non-notified Process



Department of
Conservation
Te Papa Atawhai

New Zealand Government

Is this the right application form for me?

This **Applicant Information Form 1a** – Notified or Non-notified Process must be completed for **the following longer term applications** (i.e. not one-off applications):

- Grazing
- Land use: Tenanting and/or using existing DOC facility/structure
- Land use: Use of public conservation land for private commercial facility/structure
- Guiding/Tourism/Recreation: Watercraft activities
- Filming
- Sports events
- Marine reserves application form 11a: Structure in a marine reserve

For other activities use the specific activity application forms that combine applicant and activity information or book a pre-application meeting.

How do I complete this applicant information form?

- Complete all sections of this **applicant information form**.
- In addition, you must complete the **activity application form/s** that you wish to undertake.
- DOC encourages electronic applications (e.g. typed Word document), rather than handwritten applications. Electronic applications are easier to read and less likely to be returned to you for clarification.
- If you need extra space, attach or include extra documents and label them according to the relevant section. Record all attachments in the table at the back of the application information form section **F Attachments**.

How do I submit my application?

Email the following to permissions@doc.govt.nz:

- **Completed applicant information form 1a**
- **Completed activity application form**
- Any other relevant attachments.

If I need help, where do I get more information?

- Check the [DOC webpage for the activity you are applying](#)¹ for.

¹ <https://www.doc.govt.nz/get-involved/apply-for-permits/apply-for-a-permit/>

- Arrange a pre-application meeting (either face to face or over the phone) by contacting the [Department of Conservation Office](#)² closest to where the activity is proposed. You can use [DOC maps](#)³ to identify which District Office you should contact. Or arrange a meeting with any of our [four offices that process concessions](#)⁴ – choose the one closest to where the activity is proposed.
- If your application covers multiple districts, contact the office nearest most of the locations you are applying for, or nearest to locations you have a specific question about.

What happens next?

Once your application forms are received, your application will be assessed by DOC. If your application is complete, DOC will begin processing.

If your application is incomplete it will be returned to you for more information.

Why does DOC ask for this information?

The questions in this application information form and the activity application form/s are designed to cover the requirements set out in conservation legislation. Your answers allow us to assess:

- Your most up-to-date details so that DOC can contact you about your application.
- Your qualifications, resources, skills and experience to adequately conduct the activity on public conservation land.
- Your creditworthiness will help determine whether DOC should extend credit to you and set up a DOC customer accounts receivable credit account for cost recovery. To make this assessment DOC will supply your information to a credit checking agency.

Note:

- Personal information will be managed by DOC confidentially. For further information check [DOC's privacy and security statements](#)⁵.
- Information collected by DOC will be supplied to a debt collection agency in the event of non-payment of payable fees.

What fees will I pay?

You may be required to pay a **processing fee** for this application regardless of whether your application is granted or not. You may request an estimate of the processing fees for your application. If you request an estimate, DOC may require you to pay the reasonable costs of the estimate prior to it being prepared. DOC will not process your application until the estimate has been provided to you. In addition, if you are granted a guiding concession on public conservation land you may be required to pay annual **activity and management fees**. These fees are listed on the [DOC webpage for the activity you are applying](#)⁶ for.

DOC will invoice your processing fees after your application has been considered. If your application is large or complex, DOC may undertake billing at intervals periodically during processing until a decision is made. If you withdraw your application DOC will invoice you for the costs incurred up to the point of your withdrawal.

² www.doc.govt.nz/footer-links/contact-us/office-by-name/

³ <http://maps.doc.govt.nz/mapviewer/index.html?viewer=docmaps>

⁴ <https://www.doc.govt.nz/get-involved/apply-for-permits/contacts>

⁵ <https://www.doc.govt.nz/footer-links/privacy-and-security/>

⁶ <https://www.doc.govt.nz/get-involved/apply-for-permits/apply-for-a-permit/>

Your application will set up a credit account with DOC. See the checklist at the end of the form for the terms and conditions you need to accept for a DOC credit account.

Will my application be publicly notified?

Your application will be publicly notified if:

- It is a license with a term of more than 10 years.
- It is a lease.
- After having regard to the effects of the activity, DOC considers it appropriate to do so.

Public notification will increase the time and cost of processing of your application.

What does DOC require if my application is approved?

If your application is approved DOC requires:

- **Insurance** to indemnify the Minister of Conservation against any claims or liabilities arising from your actions. The level of insurance cover will depend on the activity.
- A copy of your **safety plan** audited by an external expert (e.g. Health and Safety in Employment (Adventure Activity) Regulations 2011 audit or a DOC listed organisation). See the [Safety Plan](#)⁷ information on the DOC website for further information.

Note: DOC/Minister can vary the concession if the information on which the concession was granted contained material inaccuracies. DOC may also recover any costs incurred.

⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/safety-plans/>

A. Applicant details

| | | |
|----------------------------------|--|--|
| Legal status of applicant (tick) | <input type="checkbox"/> Individual (Go to 1) | |
| | <input checked="" type="checkbox"/> Registered company (Go to 2) | <input type="checkbox"/> Trust (Go to 2) |
| | <input type="checkbox"/> Incorporated society (Go to 2) | <input type="checkbox"/> Other e.g. Educational institutes (Go to 2) |

| | | | |
|---|--|--|--------------|
| 1 | Applicant name (individual) | | |
| | Phone | | Mobile phone |
| | Email | | |
| | Physical address | | Postcode |
| | Postal address (if different from above) | | Postcode |

| | | | | |
|---|---|---------------|--|---------------|
| 2 | Applicant name (full name of registered company, trust, incorporated society or other) | | Queenstown Bungy Limited | |
| | Trading name (if different from applicant name) | | | |
| | NZBN if applicable (to apply go to: https://www.nzbn.govt.nz) | 9429038057847 | Company, trust or incorporated society registration number | 863386 |
| | Registered office of company or incorporated society (if applicable) | | 209 Glenda Drive, Frankton Industrial, Queenstown, 9300 | |
| | Company phone | 03 450 1300 | Company website | Bungy.co.nz |
| | Contact person and role | | David Mitchell C.E.O | |
| | Phone | | Mobile phone | |
| | Email | | | |
| | Postal address | | 209 Glenda Drive, Frankton Industrial, Queenstown | Postcode 9300 |

Street address (if different from postal address)

Postcode

B. Pre-application meeting

Have you had a pre-application meeting or spoken to someone in DOC?

| | |
|-----|-------------------------------------|
| No | <input type="checkbox"/> |
| Yes | <input checked="" type="checkbox"/> |

- If yes record the:

| | |
|---|-----------------|
| Date of DOC pre-application meeting | 25.06.2020 |
| Name of DOC staff member | Rhiannon McLean |
| Name of person who had the pre-application meeting with DOC | Geoff Wilson |

C. Activity applied for

Tick the **activity application form** applicable to the activity you wish to undertake on public conservation land. Complete the applicant information form and the activity application form and email them with any attachments to permissions@doc.govt.nz

| ACTIVITY APPLICATION FORM* | FORM NO. | TICK |
|--|----------|-------------------------------------|
| Grazing | 2a | <input type="checkbox"/> |
| Land use: Tenanting and/or using existing DOC facility/structure | 3a | <input type="checkbox"/> |
| Land use: Use of public conservation land for private/commercial facility/structure | 3b | <input checked="" type="checkbox"/> |
| Guiding/Tourism/Recreation: Watercraft activities | 4b | <input type="checkbox"/> |
| Filming | 5a | <input type="checkbox"/> |
| Sporting Events | 6a | <input type="checkbox"/> |
| Marine reserves application form: Structure in a marine reserve | 11a | <input type="checkbox"/> |
| Other activities (not covered in the above forms or in the new activity application forms that combine applicant and activity information) | 7a | <input type="checkbox"/> |

Note: If the activity is not in this list check the activity on the DOC website to find the correct application form or book a pre-application meeting. Application forms that combine applicant and activity information on the DOC website include:

- [Aircraft activities](https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/aircraft-activities/)⁸
- [Easements](https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/)⁹ [Land based guiding](https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/)¹⁰

⁸ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/aircraft-activities/>

⁹ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/>

¹⁰ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

D. Are you applying for anything else?

Are you submitting any other application forms in relation to this application?

No



Yes



- If yes, state which application forms:

E. Background experience of applicant

Provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous concessions, membership of professional organisations, and relevant qualifications).

Existing 20years of experience Bungy jumping at the proposed site.

Existing license – COC 61

Existing Lease – COC 61

We currently hold the License to Occupy the Skippers Road bridge issued by QLDC - expires October 2026

We currently hold a Bureau Veritas 'S' Mark Product Certification for Bungy off the Skippers Bridge – 2508/1 – Expires Nov 2024

Each year we obtain a Certificate of Registration of an Amusement Device for the Amusement Device License we hold at Skippers Bridge

F. Attachments

Attachments should *only* be used if there is:

- Not enough space on the form to finish your answer
- You have additional information that supports your answer
- You wish to make an additional request of DOC regarding the application.

Label each document clearly and complete the table below.

| Section of the application form the attachment relates to | Document title | Document format (e.g. Word, PDF, Excel, jpg etc.) | Description of attachment |
|---|--------------------------|---|---|
| <u>Correct example</u> ✓ D | Locations | PDF | Trust Deed. |
| <u>Incorrect example</u> X Table | Doc1 | Word | Table |
| E | Lease – COC61 | PDF | Existing Lease |
| E | Licence – COC61 | PDF | Existing Licence |
| E | BV S Mark | PDF | Bureau Veritas S Mark Licence |
| E | Cert of Registration ADL | PDF | Certification of Registration of Amusement Device Licence |
| E | Licence to Occupy QLDC | PDF | Licence to Occupy – Skippers Bridge issued by QLDC |

G. Checklist

| Application checklist | Tick |
|---|-------------------------------------|
| I have completed all sections of this applicant information form relevant to my application and understand that the form will be returned to me if it is incomplete. | <input checked="" type="checkbox"/> |
| I certify that the information provided in this applicant information form, and any attached additional forms is, to the best of my knowledge, true and correct. | <input checked="" type="checkbox"/> |
| I have completed the activity application form . | <input checked="" type="checkbox"/> |
| I have appropriately labelled all attachments and completed section F Attachments . | <input type="checkbox"/> |
| I will email permissions@doc.govt.nz my: <ul style="list-style-type: none"> • Completed applicant information form • Completed activity application form/s • Any other attachments. | <input checked="" type="checkbox"/> |

H. Terms and conditions for a credit account with the Department of Conservation

| | |
|---|-------------------------------------|
| Have you held an account with the Department of Conservation before? | Tick |
| No | <input type="checkbox"/> |
| Yes | <input checked="" type="checkbox"/> |
| If 'yes' under what name | Queenstown Bungy Ltd. |

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to the terms and conditions for an account with the Department of Conservation

| Terms and conditions | Tick |
|--|-------------------------------------|
| I/We agree that the Department of Conservation can provide my/our details to the Department's Credit Checking Agency to enable it to conduct a full credit check. | <input checked="" type="checkbox"/> |
| I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective. | <input checked="" type="checkbox"/> |
| I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice. | <input checked="" type="checkbox"/> |
| I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date. | <input checked="" type="checkbox"/> |
| I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account. | <input checked="" type="checkbox"/> |
| I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions (as above) of the credit account are not met. | <input checked="" type="checkbox"/> |
| I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees. | <input checked="" type="checkbox"/> |

| | | | |
|-------------------------------|---|-------------|----------|
| Typed applicant name/s | Queenstown Bungy Ltd. David Mitchell - CEO | Date | 3/9/2020 |
|-------------------------------|---|-------------|----------|

| For Departmental use | |
|-------------------------------|-------------|
| Credit check completed | |
| Comments: | |
| Signed | Name |

Approved (Tier 4 manager
or above)

Name



The Department recommends that you contact the Department of Conservation Office closest to where the activity is proposed to discuss the application prior to completing the application forms. Please provide all information requested in as much detail as possible. Applicants will be advised if further information is required before this application can be processed by the Department.

This form is to be used when the proposed activity is the building or use of any private or commercial facility or structure on public conservation land managed by the Department of Conservation. Examples may include lease of land to erect an information centre; authorisation to erect a weather station; or construct or lease a private/commercial campground or lodge. This form is to be completed in conjunction with either Applicant Information Form 1a (longer term concession) or Applicant Information Form 1b (one-off concession) as appropriate.

Please complete this application form, attach Form 1a or Form 1b, and any other applicable forms and information and send to permissions@doc.govt.nz. The Department will process the application and issue a concession if it is satisfied that the application meets all the requirements for granting a concession under the Conservation Act 1987.

If you require extra space for answering please attach and label according to the relevant section.

A. Description of Activity

Please describe the proposed activity in detail – where the site is located, please use NZTM GPS coordinates where possible, what you intend to use the building for, whether you intend to make any changes to the infrastructure.

Please include the name and status of the public conservation land, the size of the area for which you are applying and why this area has been chosen.

If necessary, attach further information including a map, a detailed site plan and drawings of proposal and label Attachment 3b:A.

Application to renew existing license (LEG/QUEENSTOWN BUNGY20461) and lease (LEG/QUEENSTOWN BUNGY20464) to occupy land at Skippers Bridge.

B. Alternative sites considered

If your application is to **build, extend or add** to any permanent or temporary structures or facilities on public conservation land, please provide the following details:

- Could this structure or facility be reasonably located outside public conservation land? Provide details of other sites/areas considered.
- Could any potential adverse effects be significantly less (and/or different) in another conservation area or another part of the conservation area to which the application relates? Give details/reasons

N/A

C. Larger area

Is the size of the area you are applying for **larger** than the structure/facility

YES / **NO**

If **yes**, please detail the size difference in the box below, and answer the following 3 questions, if **no** please go on to the next section:

Is this necessary for safety or security purposes?

YES / **NO**

Is this necessary as an integral part of the activity?

YES / **NO**

Is this essential to carrying on the activity?

YES / **NO**

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:C.

D. Exclusive possession

Do you believe you need **exclusive possession** of the public conservation land on which your structure/building is located, ie no one else can use the land during your use of it? YES / NO
(Exclusive occupation requires a lease which requires public notification of the application)

If **yes**, please answer the following 3 questions, if no please go to the next section:

Is exclusive possession necessary to protect public safety? YES / NO

Is exclusive possession necessary to protect physical security of the activity? YES / NO

Is exclusive possession necessary for the competent operation of the activity? YES / NO

If the answer to any of the above is yes, please provide details and attach supporting evidence if necessary and label Attachment 3b:D.

Use of the structures is to support a Bungy Jumping operation where safety of those participating and the public is paramount.

E. Technical Specifications (for telecommunications sites only)

Frequencies on which the equipment is to operate

N/A

Power to be used (transmitter output)

N/A

Polarisation of the signal

N/A

Type of antennae

N/A

The likely portion of a 24 hour period that transmitting will occur

N/A

Heaviest period of use

N/A

F. Term

Please detail the length of the term sought (i.e. number of years or months) and why.

Note: An application for a concession for a period over 10 years must be publicly notified, an application for a concession up to 10 years will not be publicly notified unless the adverse effects of the activity are such that it is required, or if an exclusive interest in the land is required.

G. Bulk fuel storage

Under the Hazardous Substances and New Organisms Act 1996 (HSNO Act) 'Bulk fuel storage' is considered to be any single container, stationary or mobile, used or unused, that has a capacity in excess of 250 litres of Class 3 fuel types. This includes petrol, diesel, aviation gasoline, kerosene and Jet A1. For more information on Hazardous Substances, go to:

<http://www.business.govt.nz/worksafe/information-guidance/legal-framework/hsno-act-1996>

Do you intend to store fuel in bulk on the land as part of the activity?

YES NO

If you have answered yes, then please provide full details of how and where you intend to store the fuel, and label any attachments including plans, maps and/or photographs as Attachment 3b:G. If your concession application is approved you will be required to provide a copy of your HSNO compliance certification to the Department before you begin the activity.

H. Environmental Impact Assessment

This section is one of the most important factors that will determine the Department’s decision on the application. Please answer in detail.

In column 1 please list all the locations of your proposal, please use NZTM GPS coordinates where possible. In column 2 list any special features of the environment or the recreation values of that area. Then in column 3 list any effects (positive or adverse) that your activity may have on the values or features in column 2. In column 4 list the ways you intend to mitigate, remedy or avoid any adverse effects noted in column 3. Please add extra information or supporting evidence as necessary and label Attachment 3b:H.

Refer to Steps 1 and 2 in your Guide to Environmental Impact Assessment to help you fill in this section.

| Location on public conservation land | Special feature or value | Potential effects of your activity on the feature or value (positive or adverse) | Methods to remedy, mitigate or avoid any adverse effects identified |
|--------------------------------------|---|--|--|
| <i>EG: Tararua Forest Park</i> | <i>Northern rata - threatened species</i> | <i>Damage to the plants by construction</i> | <i>Brief construction and maintenance staff of the location and importance of the species; clearly tape off areas with the species to avoid damage</i> |
| Mount Aurum Recreation Reserve | N/A | N/A | Area left in natural state after end of operation every day, all rubbish and equipment removed. |
| | | | |
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| | | | |

I. Other

Is there any further information you wish to supply in support of your application? Please attach if necessary and label Attachment 3a:l.

Map of land area of Mount Aurum Recreation Reserve – Structures highlighted in yellow

Concession COC61 – License

Concession COC62 – Lease

Application for Land Based Guiding Activities



Department of
Conservation
Te Papa Atawhai
New Zealand Government

Is this the right application form for me?

Use this application form for commercial land based guiding activities on public conservation land e.g.

- Walking, hiking and tramping (day, night and overnight)
- Climbing
- Biking (manual and e-bike)
- Hunting
- Fishing
- Horse riding
- Vehicle activities (motorbikes, 4x4, quad bike and snow mobile)
- Other land based guiding activities.

Use this form for all new applications and variations to existing guiding concessions.

Is your activity on a conforming track?

There are a number of tracks, called [conforming tracks](#)¹, that are already approved and available for guided walking if certain conditions are followed. For guided activities on conforming tracks, use the Department of Conservation (DOC) [conforming track application form](#)².

How do I complete this application form?

- Complete all sections of this form
- DOC encourages electronic applications (e.g. typed Word document), rather than handwritten applications. Electronic applications are easier to read and less likely to be returned to you for clarification
- If you need extra space, attach or include extra documents and label them according to the relevant section. Record all attachments in the table at the back of the application form (section L).

Personal information will be managed by DOC confidentially. For further information check [DOC's privacy and security statements](#)³.

¹ <https://www.doc.govt.nz/guided-walking-conforming>

² <https://www.doc.govt.nz/guided-walking-conforming>

³ <https://www.doc.govt.nz/footer-links/privacy-and-security/>

If I need some help, where do I get more information?

- Check the DOC's '[Land-based guided activities](#)⁴ webpage
- Arrange a pre-application meeting (either face to face or over the phone) by contacting the [Department of Conservation Office](#)⁵ closest to where the activity is proposed. You can use [DOC maps](#)⁶ to identify which District Office you should contact. Or arrange a meeting with any of our [four offices that process concessions](#)⁷ – choose the one closest to where the activity is proposed.
- If your application covers multiple districts, contact the office nearest most of the locations you are applying for, or nearest to locations you have a specific question about.

Have you considered DOC's statutory planning documents?

Your concession must not be inconsistent with [DOC's relevant statutory planning documents](#)⁸ as they set out how DOC and our Treaty partners manage public conservation land. Statutory planning documents can have a direct impact on your application, for example they may set the specific track limitations and maximum group size allowed.

Book a pre-application meeting with DOC staff if you require assistance with navigating DOC's statutory planning documents.

How do I submit my application?

Email your completed application and any other attachments to: permissions@doc.govt.nz

What happens next?

Once it is received, your application will be assessed by DOC. If your application is complete, DOC will begin processing.

If your application is incomplete it will be returned to you for more information.

Why does DOC ask for this information?

The questions in this application form are designed to cover the requirements set out in DOC's conservation legislation. Your answers allow us to assess:

- The effects of your activity and your proposed methods to avoid, remedy or mitigate any adverse effects of the activity.
- Your qualifications, resources, skills and experience to adequately conduct the activity on public conservation land.
- Your creditworthiness is a factor in determining whether DOC should extend credit to you and set up a DOC customer accounts receivable credit account for cost recovery. To make this assessment DOC will supply your information to a credit checking agency.

Note: Information collected by DOC will be supplied to a debt collection agency in the event of non-payment of payable fees.

⁴ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

⁵ www.doc.govt.nz/footer-links/contact-us/office-by-name/

⁶ <http://maps.doc.govt.nz/mapviewer/index.html?viewer=docmaps>

⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/contacts>

⁸ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

Treaty Partner consultation

DOC has a statutory responsibility to give effect to the principles of the Treaty of Waitangi. One component of this may be DOC consulting with Treaty Partners about your application. This consultation will feed into DOC's decision-making process. More information can be found on the DOC website on our [iwi/hapū/whānau consultation](#)⁹ page.

Contact your local [DOC office](#)¹⁰ if you require further information about consultation.

What fees will I pay?

You may be required to pay a **processing fee** for this application regardless of whether your application is granted or not. You may request an estimate of the processing fees for your application. If you request an estimate, DOC may require you to pay the reasonable costs of the estimate prior to it being prepared. DOC will not process your application until the estimate has been provided to you. In addition, if you are granted a guiding concession on public conservation land you may be required to pay annual **activity and management fees**. These fees are listed on the [Land-based guided activities](#)¹¹ page on the DOC website.

DOC will invoice your processing fees after your application has been considered. If your application is large or complex, DOC may undertake billing at intervals periodically during processing until a decision is made. If you withdraw your application DOC will invoice you for the costs incurred up to the point of your withdrawal.

Your application will set up a credit account with DOC. See the checklist at the end of the form for the terms and conditions you need to accept for a DOC credit account.

Will my application be publicly notified?

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- It is a license with a term of more than 10 years
- It is a lease
- After having regard to the effects of the activity, DOC considers it appropriate to do so

Public notification will increase the time and cost of processing of your application.

What does DOC require if my application is approved?

If your application is approved DOC requires:

- **Insurance** to indemnify the Minister against any claims or liabilities arising from your actions. The level of insurance cover will depend on the activity.
- A copy of your **safety plan** audited by an external expert (e.g. Health and Safety in Employment (Adventure Activity) Regulations 2011 audit or a DOC listed organisation). See the [Safety Plan](#)¹² information on the DOC website for further information.

Note: DOC/Minister can vary the concession if the information on which the concession was granted contained material inaccuracies. DOC may also recover any costs incurred.

⁹ <https://www.doc.govt.nz/get-involved/apply-for-permits/iwi-consultation/>

¹⁰ <https://www.doc.govt.nz/footer-links/contact-us/office-by-name/>

¹¹ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/land-based-guided-activities/>

¹² <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/safety-plans/>

A. Applicant details

| | | |
|----------------------------------|--|--|
| Legal status of applicant (tick) | <input type="checkbox"/> Individual (Go to ①) | |
| | <input checked="" type="checkbox"/> Registered company (Go to ②) | <input type="checkbox"/> Trust (Go to ②) |
| | <input type="checkbox"/> Incorporated society (Go to ②) | <input type="checkbox"/> Other (Go to ②) |

| | | | |
|---|--|--------------|----------|
| ① | Applicant name (individual) | | |
| | Phone | Mobile phone | |
| | Email | | |
| | Physical address | | Postcode |
| | Postal address (if different from above) | | Postcode |

| | | | | |
|---|---|---|--|-------------|
| ② | Applicant name (full name of registered company, trust, incorporated society or other) | | Queenstown Bungy Limited | |
| | Trading name (if different from applicant name) | | | |
| | NZBN if applicable (to apply go to: https://www.nzbn.govt.nz) | 9429038057847 | Company, trust or incorporated society registration number | 863386 |
| | Registered office of company or incorporated society (if applicable) | | 209 Glenda Drive, Frankton Industrial, Queenstown, 9300 | |
| | Company phone | 03 450 1300 | Company website | Bungy.co.nz |
| | Contact person and role | | David Mitchell C.E.O | |
| | Phone | | Mobile phone | |
| | Email | | | |
| | Postal address | 209 Glenda Drive, Frankton Industrial, Queenstown | Postcode | 9300 |

Street address (if different from Postal address)

Postcode

B. Variation of an existing concession

Is this application *varying* an existing concession?

No

Yes

- Only complete the parts of the form that relate to the variation you are seeking.
- State the concession number of which you wish to vary and describe the variation.

Concession number you wish to vary

N/A

- Briefly describe the variation you are seeking to your existing concession:

N/A

C. Pre-application meeting

Have you had a pre-application meeting or spoken to someone in DOC?

No

Yes

- State when and who with:

Rhiannon 25/06/20

D. Description of activity

Select all the guiding activities you are applying for.

| | | | |
|--------------------------|--------------------------------------|-------------------------------------|-------------|
| <input type="checkbox"/> | Day walks, hiking and tramping | <input type="checkbox"/> | Hunting* |
| <input type="checkbox"/> | Night walks, hiking and tramping | <input type="checkbox"/> | Fishing |
| <input type="checkbox"/> | Overnight walks, hiking and tramping | <input type="checkbox"/> | Motorbike |
| <input type="checkbox"/> | Climbing | <input type="checkbox"/> | 4x4 vehicle |
| <input type="checkbox"/> | Manual bike rides | <input type="checkbox"/> | Quad bike |
| <input type="checkbox"/> | Electric bike rides | <input type="checkbox"/> | Snow mobile |
| <input type="checkbox"/> | Horse riding | <input checked="" type="checkbox"/> | Other ^ |

* If you selected **hunting**, state which type of animal/s you plan to hunt.

^ If you selected **other** explain below the type of guiding activity. (location details can be completed in section L below). **A pre-application meeting is strongly recommended for new or unusual guiding.**

Bungy jumping from the Skippers road bridge

E. Are you applying for anything else?

Are you submitting any other application forms in relation to this application?

No



Yes



- If yes, state which application forms:

Form 1a – Concession Application

Form 3b – Private Structures

F. Duration

State how long (months and years) you want your concession to last?

20years

- Explain why you are seeking this duration:

Renewal of the current 20 year lease and license.

Existing license (COC 61)

Existing Lease (COC 61)

G. Background experience of applicant

Provide relevant information relating to your ability to carry out the proposed activity (e.g. details of previous concessions, membership of professional organisations, and relevant qualifications).

Existing 20years of experience Bungy jumping at the proposed site.

Existing license (COC61) and lease (COC61) to occupy land at Skippers Bridge.

Other examples as per attachments for Form 1a

H. Consultation undertaken

DOC has a statutory obligation to give effect to the principles of the Treaty of Waitangi. This often requires consultation with our Treaty Partner (iwi/hapū/whānau of local Maori) on your application. If you have already consulted with our Treaty Partner, or with other interested stakeholders, DOC would like to know about it.

We recommend you discuss consultation with a DOC staff member before starting your application.

| | |
|-----|-------------------------------------|
| No | <input checked="" type="checkbox"/> |
| Yes | <input type="checkbox"/> |

- If yes, supply details for each group consulted with:

| | |
|--|--|
| Whānau/hapū/iwi consulted with: | |
| Name of individual you consulted with: | |
| Date of consultation: | |
| Form of consultation (e.g. email, meeting): | |
| Outcome of consultation*: | |

| | |
|---|--|
| Other interested stakeholders consulted with e.g. Conservation Boards or community groups: | |
|---|--|

| | |
|--|--|
| Name of individual you consulted with: | |
| Date of consultation: | |
| Form of consultation (e.g. email, meeting): | |
| Outcome of consultation*: | |

If you received a written response to consultation attach a copy to this application. Record the document details in section 'L Attachments' of this form.

I. Location(s) and activity(ies)

List all the areas of your proposed operation. All columns must be completed. If the column is not applicable you must state so. If you require more space attach a separate document.

Need help? If you are unable to identify a location contact the local District Office or use DOC's online mapping system - maps.doc.govt.nz¹³.

- ① **Activity:** State the type of guiding you are undertaking: e.g. walking (day, night or overnight), biking (manual or e-bike), hunting, fishing, horse riding vehicle activities (state which type e.g. motor bike vehicle, 4x4 vehicle, quad bike, snow mobile) or you must specify any other type of guiding.
- ② **Public conservation land:** Should include the official name and type (e.g. Nature Reserve, National Park) of the Public Conservation Land that the track or location is within (use maps.doc.govt.nz¹⁴).
- ③ **Track name:** If the proposed activity is on a track you must include the official name of the track. If you intend to operate on part of the track, state where you plan to begin and end [see Example over page]. If the activity is off track you must include NZTM GPS coordinates and an annotated map outlining the proposed area [see Example over page].
- ④ **DOC facilities:** List any DOC facilities used in detail e.g. shelters, huts, campsites, drop off at car parks etc. Include the number of nights if applicable. Include the location even if it is used as a planned lunch/snack stop.
- ⑤ **Dates of operation:** The time of year you plan to operate e.g. all year activity or the exact months of the operation. Listing a season e.g. summer, will not be accepted.
- ⑥ **Maximum group number:** Provide the maximum guiding group number including the guide/s.
- ⑦ **Maximum number of trips:** List the maximum number of trips per day, week, and year.
- ⑧ **Duration of visit:** Select from: less than 1 hour; 1-4 hours; 4-12 hours; 12-24 hours; overnight (state total number of nights).

¹³ maps.doc.govt.nz

¹⁴ maps.doc.govt.nz

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------------|--------------------------|---|--|-----------------------------|--------------------------------|--|---------------------|
| Activity | Public Conservation Land | Track Name | DOC Facilities | Dates of Operation | Max. Group Size (Incl. Guides) | Max. Number of Trips | Duration of Visit |
| Day walking | Fiordland National Park | <u>Correct example ✓</u> Kaka Track – Control Gates to Kiwi Shelter and return | Kaka Track car park, Kiwi Shelter (lunch stop) | 01 May to 31 July each year | 6 people | 1 per day 3 per week 50 per year | 4-12 hours |
| | | <u>Incorrect example ✗</u> Kaka Walk | Campsite | Autumn / Winter | TBC | 12 | Unknown |
| Overnight Walk | Fiordland National Park | <u>Correct example ✓</u> Off track. From Kea summit, along ridgeline, down to Kiwi Shelter (starting at NZTM X:1,212,333, Y:5,032,320 – marked map attached) | Kaka Track car park, Kiwi Shelter (lunch stop), Saddleback Hut (1 night) | All year | 6 people | 1 per month 12 per year | Overnight – 1 night |

| ① Activity | ② Public Conservation Land | ③ Track Name | ④ DOC Facilities | ⑤ Dates of Operation | ⑥ Max. Group Size (Incl. Guides) | ⑦ Max. Number of Trips | ⑧ Duration of Visit |
|-------------------------------|-------------------------------|-----------------|--|-------------------------|-------------------------------------|---------------------------|------------------------|
| Bungy Jumping & Guided tours. | Skippers Canyon | Mount Aurum | Mount Aurum Recreational Reserve X1246728.48328 Y5024744.64739 | All Year | 6-25 per group | 50 per annum | 1-4 hours |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| 1 Activity | 2 Public Conservation Land | 3 Track Name | 4 DOC Facilities | 5 Dates of Operation | 6 Max. Group Size (Incl. Guides) | 7 Max. Number of Trips | 8 Duration of Visit |
|-----------------------------|---|-------------------------------|-----------------------------------|---------------------------------------|---|---|--------------------------------------|
| | | | | | | | |
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| | | | | | | | |

J. Consistency with DOC statutory plans

List the [DOC statutory planning documents](#)¹⁵ relevant to your application:

Otago Conservation Management Strategy – appendix 10 and appendix 11

Are you aware of any potential inconsistency of your activity with DOC's statutory planning documents?

No



Yes



If you have answered yes explain why it is inconsistent with the statutory planning documents.

¹⁵ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

K. Effects assessment

The table below suggests some common environmental effects and ways to remedy, mitigate or avoid them. Tick the boxes that are relevant to your application.

If you have identified effects or mitigation measures that are *not* included in the table below, or you have an unusual activity, you will need to attach a document listing your potential effects and how you propose to avoid, remedy or mitigate them. Record this additional information in section L as an attachment.

| Feature | Potential effects | Proposed methods to avoid, remedy or mitigate the effect | Tick which apply |
|-----------------|---|--|-------------------------------------|
| Flora and fauna | Disturbance of vegetation or natural area | - Educate staff, and clients on the sensitivities of the area and advise them of low impact techniques | <input checked="" type="checkbox"/> |
| | | - Remain on formed tracks or well used routes | <input checked="" type="checkbox"/> |
| | | - Do not cut down or damage any vegetation or natural feature | <input checked="" type="checkbox"/> |
| | | - Ensure vehicles remain on formed roads | <input checked="" type="checkbox"/> |
| | Damage to wildlife or habitat | - Remain on formed tracks or well used routes | <input checked="" type="checkbox"/> |
| | | - Ensure vehicles remain on formed roads | <input checked="" type="checkbox"/> |
| | | - Stay at least 20m away from wildlife and educate staff and clients on appropriate behaviour where wildlife is present (a separate permit is required for viewing marine mammals) | <input checked="" type="checkbox"/> |
| | | - Don't startle wildlife with noise or camera flashes | <input checked="" type="checkbox"/> |
| | | - Use infra-red torches for night time viewing | <input checked="" type="checkbox"/> |
| | | - Do not feed any species | <input checked="" type="checkbox"/> |
| | | - Do not harass any species | <input checked="" type="checkbox"/> |
| | | - Do not take animals, including domestic pets, onto the land | <input checked="" type="checkbox"/> |
| | | - Do not play recordings of bird song | <input checked="" type="checkbox"/> |
| | | - When driving vehicles, ensure that special care is taken during bird nesting periods. Ensure speed is dramatically reduced where wildlife may be present | <input checked="" type="checkbox"/> |

| | | | |
|--|---|--|-------------------------------------|
| Biosecurity | Introduction of new or increase in existing threats to indigenous ecosystems e.g. pests, weeds and pathogens | - Follow Biosecurity New Zealand's Check Clean Dry procedure when in and around waterways | <input checked="" type="checkbox"/> |
| | | - Ensure footwear is cleaned at designated cleaning stations (e.g. Kauri die back areas) or with appropriate cleaning methods when cleaning stations are not available | <input checked="" type="checkbox"/> |
| | | - Take all precautions to ensure weeds are not introduced to the land | <input checked="" type="checkbox"/> |
| Other users of the land | Crowding – too many people in a hut, campsite, car park or along the track in relation to the visitor setting. | - Ensure party sizes are kept to the limits set out in the statutory planning documents | <input checked="" type="checkbox"/> |
| | | - Complete accurate annual activity returns to allow DOC to monitor usage | <input checked="" type="checkbox"/> |
| | | - Consider timing of visits to off peak periods of the day, week, season or year where possible | <input checked="" type="checkbox"/> |
| | | - Ensure clients and guides do not monopolise any part of the track, viewing area or car park | <input checked="" type="checkbox"/> |
| | | - Allow other users to pass the group easily | <input checked="" type="checkbox"/> |
| | Cumulative impacts of additional concessionaire operating at already busy sites | - Park vehicles in designated parking spaces | <input checked="" type="checkbox"/> |
| | | - Co-ordinate visits with other concessionaires (where possible) | <input checked="" type="checkbox"/> |
| | | - Limit hut use to 50% for all commercial operators combined and ensure all relevant details are recorded in the 'hut book' | <input type="checkbox"/> |
| | | - Carry tents in case hut is full | <input type="checkbox"/> |
| | | - Ensure no permanent camp sites are created and no stores of equipment left on the land | <input checked="" type="checkbox"/> |
| Conflict between different activities and visitors | - Co-ordinate visits with other concessionaires (where possible) | <input checked="" type="checkbox"/> | |
| Noise invasion of people's quiet enjoyment of the area e.g. loud noises. | - Educate staff and clients on the need for respect for other visitors and their right to quiet enjoyment of the area | <input checked="" type="checkbox"/> | |
| Damage or impingement on other existing public use facilities | - Educate staff and clients to respect public facilities | <input checked="" type="checkbox"/> | |

| | | | |
|-----------------------|---|---|-------------------------------------|
| Cultural values | Offensive to Tangata Whenua or members of the public generally. Incorrect stories/history about the site | - Consult with Iwi over any proposal for cultural interpretation | <input checked="" type="checkbox"/> |
| | | - Ensure any cultural interpretation is consistent with Iwi values | <input checked="" type="checkbox"/> |
| | | - Educate clients to respect cultural values or traditions | <input checked="" type="checkbox"/> |
| Historic values | Damage to historic sites or objects, including Wahi Tapu e.g., disturbance of the ground | - Educate staff, and clients on the sensitivities of the area and advise them of low impact tramping/riding etc. techniques | <input checked="" type="checkbox"/> |
| | | - Limit approach distance and stay on existing paths | <input checked="" type="checkbox"/> |
| Rubbish and waste | Rubbish, toilet waste or debris left on public conservation land | - Follow the ' Leave no Trace ' and ' Visit the Kiwi way ' principles | <input checked="" type="checkbox"/> |
| | | - Do not bury any toilet waste within 50 metres of a water source | <input checked="" type="checkbox"/> |
| | | - Designate someone in the party as a 'Tail-End Charlie' to ensure no rubbish or debris is dropped/left behind | <input checked="" type="checkbox"/> |
| | | - Provide rubbish bags, proper waste containers and removal procedures and ensure these are not accessible to wildlife or able to be blown away | <input checked="" type="checkbox"/> |
| Fires | Wildfires | - Ensure no open fires | <input checked="" type="checkbox"/> |
| Private / leased land | Entering private land or public conservation land leased by DOC, without consent | - Ensure permission is obtained from the land owner if required | <input checked="" type="checkbox"/> |
| Positive effects | Allow members of the public to experience public conservation land in a safe manner and in areas they may not be capable of experiencing on their own | - N/A | <input checked="" type="checkbox"/> |

L. Attachments

Attachments should *only* be used if there is:

- Not enough space on the form to finish your answer
- You have additional information that supports your answer
- You wish to make an additional request of DOC regarding the application.

Label each document clearly and complete the table below.

| Section of the application form the attachment relates to | Document title | Document format (e.g. Word, PDF, Excel, jpg etc.) | Description of attachment |
|---|--------------------------|---|---|
| <u>Correct example ✓</u> D | Locations | Excel | Spreadsheet of all NZTM GPS locations and activities using the table format set out in section D |
| <u>Correct example ✓</u> K | Effects assessment | Word | List of additional potential effects (e.g. due to unusual activity) and proposed methods to avoid, remedy or mitigate the effect. |
| <u>Incorrect example X</u> Table | Doc1 | Word | Table |
| E | Lease – COC61 | PDF | Existing Lease |
| E | Licence – COC61 | PDF | Existing Licence |
| E | BV S Mark | PDF | Bureau Veritas S Mark Licence |
| E | Cert of Registration ADL | PDF | Certification of Registration of Amusement Device License |
| E | Licence to Occupy QLDC | PDF | Licence to Occupy – Skippers Bridge issued by QLDC |

M. Checklist

| Application checklist | Tick |
|---|-------------------------------------|
| I have completed all sections of this form relevant to my application and understand that the form will be returned to me if it is incomplete. | <input checked="" type="checkbox"/> |
| I certify that the information provided in this application form and any attached additional forms is, to the best of my knowledge true and correct. | <input checked="" type="checkbox"/> |
| I have supplied maps to accompany my NZTM GPS locations listed in section 'I. Locations' (maps are <i>not</i> required if you have used the official track name). | <input type="checkbox"/> |
| I have appropriately labelled all attachments and completed section 'L. Attachments' to match. | <input checked="" type="checkbox"/> |

N. Terms and conditions for a credit account with the Department of Conservation

| | |
|--|-------------------------------------|
| Have you held an account with the Department of Conservation before? | Tick |
| No | <input type="checkbox"/> |
| Yes | <input checked="" type="checkbox"/> |
| If "yes", under what name: | Queenstown Bungy Ltd. |

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to these terms and conditions for an account with the Department of Conservation

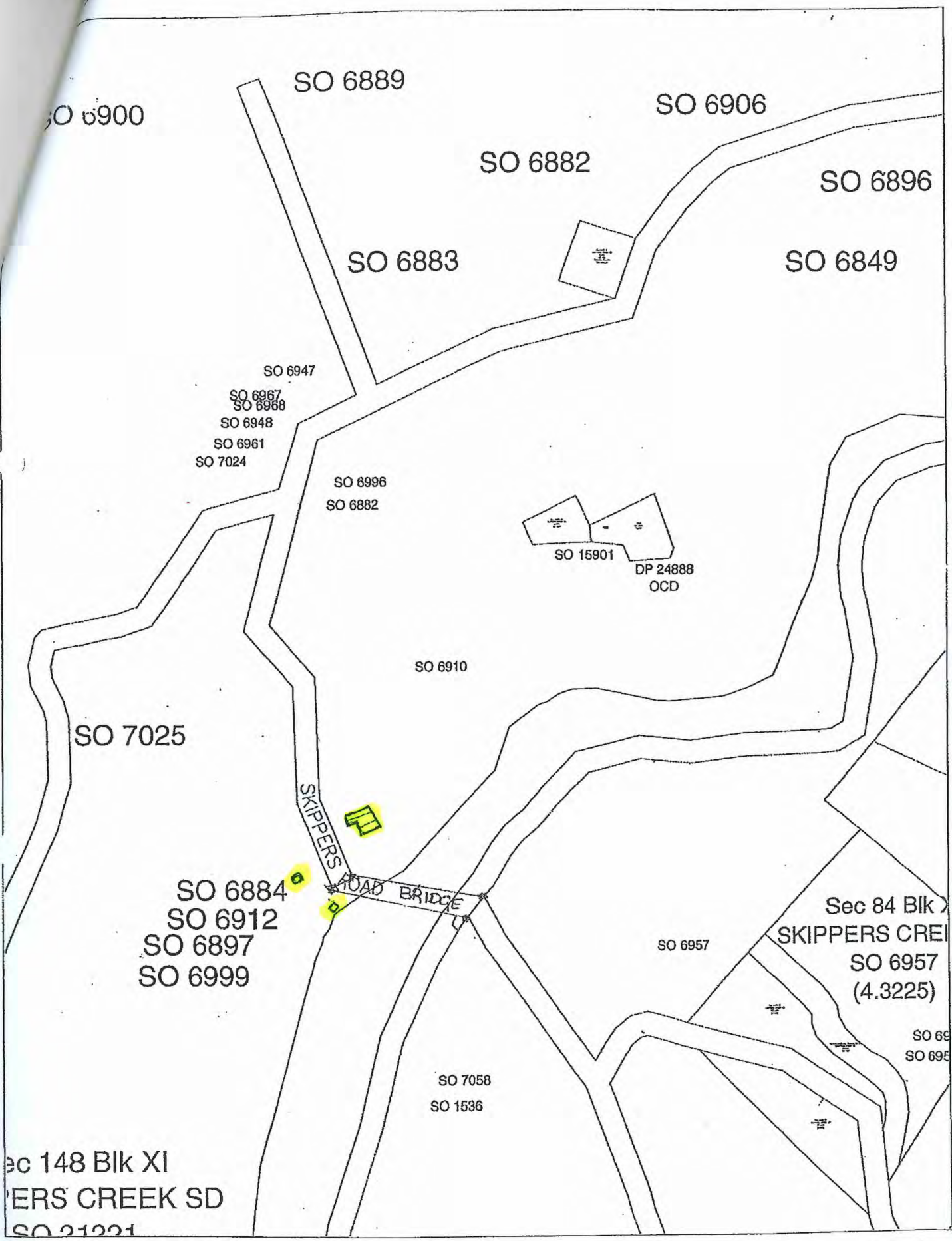
| Terms and conditions | Tick |
|--|-------------------------------------|
| I/We agree that the Department of Conservation can provide my/our details to the Department's Credit Checking Agency to enable it to conduct a full credit check. | <input checked="" type="checkbox"/> |
| I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective. | <input checked="" type="checkbox"/> |
| I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice. | <input checked="" type="checkbox"/> |
| I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date. | <input checked="" type="checkbox"/> |
| I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account. | <input checked="" type="checkbox"/> |
| I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions (as above) of the credit account are not met. | <input checked="" type="checkbox"/> |
| I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees. | <input checked="" type="checkbox"/> |

| | | | |
|--|---|------|-----------|
| Applicant Name/s (of authorised person/s) | Queenstown Bungy Ltd. David Mitchell - CEO | Date | 3/09/2020 |
|--|---|------|-----------|

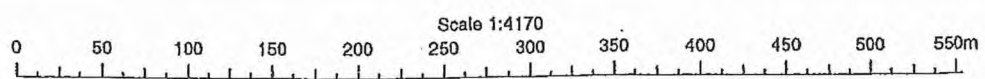
| For Departmental use | |
|------------------------|------|
| Credit check completed | |
| Comments: | |
| Signed | Name |

**Approved (Tier 4 manager
or above)**

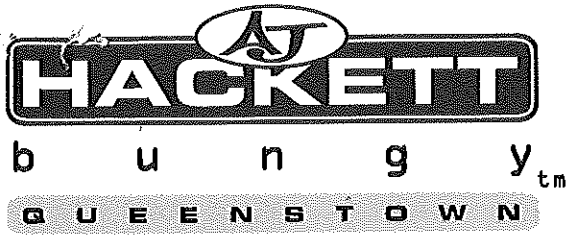
Name



ec 148 Blk XI
 SKIPPERS CREEK SD
 SO 21221



SKIPPERS / MT aurum reserves



Queenstown Bungy Ltd ("the Concessionaire")
do hereby accept this Concession Document (Licence)
Concession number: COC 61
and understand the contents and obligations in full.

Dated this 9th day of November 2001

Signed by

PAUL HENRY DRURY van ASCH (Managing Director)



JOHN FRANCIS WARD (Director)

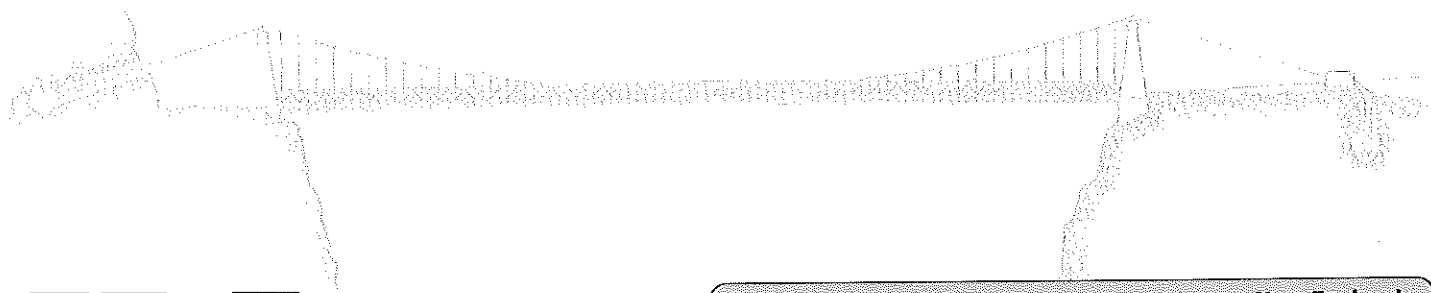


Witnessed by: _____



Occupation: Chartered Accountant

Address: _____



| | | | |
|--|-------------------------|-----------------------------|--|
| AJ Hackett Bungy, PO Box 488, Queenstown, New Zealand | | | |
| office: 64 3 442 7122 | bookings: 64 3 442 4007 | fax: 64 3 442 7121 | |
| freephone: 0800 BUNGYJUMP [0800 286 495] | | | |
| e-mail: bungyjump@ajhackett.co.nz | | web-site: www.AJHackett.com | |

Concession number: COC 61

DATED 16th Day of April 2002

Between

THE MINISTER OF CONSERVATION
("the Grantor")

and

QUEENSTOWN BUNGY LIMITED
("the Concessionaire")

CONCESSION DOCUMENT
(LICENCE)



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this ^{16th} day of April 2002

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **QUEENSTOWN BUNGY LIMITED** ("the Concessionaire")
3. **BUNGY NEW ZEALAND LIMITED** ("the Guarantor")

BACKGROUND

- A. The Grantor manages the Conservation Area described in Schedule 1 as the Land;
- A. The Reserve described in Schedule 1 as the Land is vested in Her Majesty the Queen;
- B. Section 17Q(1) of the Conservation Act 1987 authorises the Grantor to grant a Concession in respect of an Activity in a Conservation Area;
- B. Section 59A of the Reserves Act 1977 authorises the Grantor, in accordance with Part IIIB of the Conservation Act 1987, to grant a Concession in respect of a Reserve vested in the Crown including a reserve vested in the Crown but controlled and managed by an administering body under any of sections 28, 29, 30, 35 and 36 of the Reserves Act 1977;
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.
- D. The Grantor is satisfied that the requirements of Part III B of the Conservation Act 1987 have been met

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"**Activity**" has the same meaning as "Activity" in section 2 of the Conservation Act 1987.

"**Access**" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence. Access includes helicopter access to the Land if specified in Schedule 2

"**Background**" means the matters referred to under the heading 'Background' on p2 of this Document.

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

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

"**Concession Fee**" means the amount specified in Item 6 of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

"**Concession Fee Payment Date**" means the date specified in Item 8 of Schedule 1 on which each instalment of the Concession Fee falls due for payment.

"**Concession Fee Review**" means a review of the Concession Fee determined in accordance with clause 7 of this Document.

"**Concession Fee Review Date**" means the date specified in Item 10 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of this Document.

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

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

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

"Department" means the Department of Conservation established by section 5 of the Conservation Act 1987.

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

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

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

"Guarantor", where relevant, means the person guaranteeing this Document under clause 35.

"Land" means a Conservation Area, or a Reserve, whichever is relevant in the context of this Document, being the area more particularly described in Item 1 of Schedule 1.

"Licence" has the same meaning as "Licence" in section 2 of the Conservation Act 1987 and for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under either section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977.

"Penalty Interest Rate" means the rate specified in Item 9 of Schedule 1.

"Reserve" means a reserve vested in Her Majesty the Queen under the Reserves Act 1977.

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

"Working Days" means days on which the registered banks are open for general banking business in Dunedin.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's successors in title;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);

- (f) words in a singular number include the plural and vice versa;
- (g) words importing a gender include all other genders;
- (h) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (i) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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

2.0 GRANT OF LICENCE

2.1 In exercise of the Grantor's powers under section 17Q of the Conservation Act 1987 the Grantor **GRANTS** to the Concessionaire a **LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

2.2 In exercise of the Grantor's powers under section 59A of the Reserves Act 1977 the Grantor **GRANTS** to the Concessionaire a **LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 Subject to clause 3.3 the Grantor, at the Concessionaire's cost, will renew the Term for a further period specified in Item 4 of Schedule 1.

3.3 The renewal is to be on the same terms and conditions expressed or implied in this Document excluding a right of renewal provided the Concessionaire:

- (a) observes the terms and conditions contained in this Document; and
- (b) has given to the Grantor written notice of the Concessionaire's intention to renew this Document at least 3 months before the end of the Term which notice is to be irrevocable.

3.4 The Term and all renewals if any end on the Final Expiry Date specified in Item 5 of Schedule 1.

4.0 SURRENDER OF DOCUMENT

4.1 If the Concessionaire wishes to terminate this Document before the expiry of the Term the Concessionaire must give the Grantor 3 months' notice in writing.

4.2 The Grantor must accept the Concessionaire's notice of termination but in doing so may impose whatever terms and conditions the Grantor considers appropriate, including the matters referred to in clause 6.2.

5.0 CONCESSION FEE

5.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.

5.2 If the Concessionaire defaults in payment of the Concession Fee for 14 days after a Concession Fee Payment Date 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 9 of Schedule 1.

6.0 OTHER CHARGES

6.1 In addition to the Concession Fee the Concessionaire must pay the following charges ("Other Charges") on demand and in the manner directed by the Grantor:

- (a) all levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable in relation to the Concessionaire's use of the Land or the carrying on of the Concession Activity;
- (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Grantor;
- (c) all costs incurred by the Grantor in providing an annual building warrant of fitness to any territorial authority, including any costs paid to an independent qualified person for any report establishing or re-establishing compliance with a compliance schedule. If any work is required to any structure or facility of the Grantor's on the Land in order to obtain a new building warrant of fitness, the Grantor is to pay the cost of that work subject to the Concessionaire's obligations under clause 10.

6.2 If the Concessionaire surrenders this Document with the consent of the Grantor, the Concessionaire will continue to be liable for and must pay to the Grantor on demand in respect of its use of the Land and its conduct of the Concession Activity all Other Charges which may be due for the current payment period even though that this period may not expire until after the date of surrender.

- 6.3 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor whatever contribution the Grantor determines as specified in Schedule 2.
- 6.4 The Concessionaire must pay all charges for electric power, water supply, geothermal energy, telephone rental and other utilities supplied to the Land. The Grantor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.
- 6.5 If, during the Term, the Land becomes rateable land, following any amendment to the Rating Powers Act 1988 or the introduction of a new Act in substitution for it and the Land's rateability is attributable to the Concession Activity, or if separate rates are levied under section 7 of the Rating Powers Act 1988 in respect of the Land and are attributable to the Concession Activity, the Concessionaire is to pay any rates which may be struck or levied and which are attributable to the Concession Activity; but both parties expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Concessionaire of the Land.

7.0 CONCESSION FEE REVIEW

- 7.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) the Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
 - (b) subject to clause 7.1(e), the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) if, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 7.2 (a) or (b).
 - (d) if the Concessionaire does not give notice to the Grantor under clause 7.1 (c) the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) notwithstanding clause 7.1(b), the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and will be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.

- (f) until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

7.2 Immediately the Concessionaire gives notice to the Grantor under clause 7.1(c) the parties will endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) by one party giving written notice to the other requiring the new Concession Fee to be determined by arbitration; or, if the parties agree,
- (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) each party will appoint a valuer and give written notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession 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 Concession Fee and that valuer's determination will 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 Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) in determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide Access to the Land.
 - (vi) each party is to be given the opportunity to make written or verbal 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 will not be bound by them.

- (c) the valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to provide how the costs of the determination are to be borne and be binding on the parties.
- (d)
 - (i) if a Concession Fee Review date is postponed because of a moratorium imposed by law the Concession Fee Review Date is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (ii) the Concession Fee Review will establish the market value for the Concession Activity as at that date instead of the date fixed under clause 7.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no cases the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (iii) each subsequent Concession Fee Review date will take place in accordance with the date fixed in clause 7.1.

7.3 The Concessionaire shall pay to the Grantor all costs associated with any Concession Fee Review.

8.0 CONCESSION ACTIVITY

8.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.2 The Concessionaire must, as a condition of this Document:

- (a) take out and maintain and pay all fees for all licences, permits, authorisations, consents (including resource consents under the provisions of the Resource Management Act 1991), and renewals ("the Permissions") as may be necessary for the proper conduct of the Concession Activity;
- (b) not do or suffer to be done any act whereby these Permissions may be forfeited or suspended or refused.

9.0 SUPPLY OF INFORMATION

9.1 At the Grantor's request the Concessionaire must supply the Grantor with a complete statement of audited financial accounts.

9.2 Any information supplied to the Grantor under clause 9.1 is subject to an obligation of confidence; but the parties acknowledge that such information may be subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.

10.0 COMPLIANCE

- 10.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan as required by section 17W(7) of the Conservation Act 1987 pursuant to Part IIIA of the Conservation Act 1987 or Part IIA of the Reserves Act 1997, which ever is appropriate to the Land, together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, 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 Concession Activity, including any bylaws made under the Reserves Act 1977.
- 10.2 The Concessionaire must comply with all conditions imposed by the Grantor in granting this Document.
- 10.3 (a) A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Document.
- (b) A breach or contravention by the Concessionaire of the Legislation affecting or relating to the Land or affecting or relating to the Concession Activity will be deemed to be a breach of this Document.
- 10.4 If the Legislation requires the Grantor to spend money on the Grantor's own structures, facilities or alterations on the Land, the Grantor may charge, in addition to the Concession Fee, an annual sum equal to 15% of the amount spent by the Grantor.
- 10.5 If the Legislation requires the Grantor to spend money on structures, facilities or alterations on the Land which the Grantor considers unreasonable, the Grantor may determine this Document and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 27.

11.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 11.1 The Concessionaire must not erect or bring on to the Land any structure, install any facility or alter the Land in any way without the prior written consent of the Grantor.
- 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 Concession 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 Concessionaire 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 Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before :
- (a) erecting or altering any structure on the Land;
 - (b) bringing any structure on to the Land;
 - (c) installing any facilities on the Land; or
 - (d) altering the Land in any way.
- 11.5 The Concessionaire must not commence any work on the Land until the Grantor has given written approval.
- 11.6 When undertaking any work under this clause the Concessionaire must comply with all statutory requirements including obtaining building consents and code compliance certificates under the Building Act 1991.
- 11.7 The Concessionaire is to keep and maintain its structures and facilities on, or alterations to, the Land in good repair.

12.0 CONCESSIONAIRE'S FURTHER OBLIGATIONS

- 12.1 The Concessionaire must at the Concessionaire's expense:
- (a) if required by the Grantor 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 considered necessary by the Grantor, engage a pest exterminator approved by the Grantor;
 - (b) comply strictly with the provisions of the Biosecurity Act 1993;
 - (c) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements;
 - (d) at all times display a copy of the relevant current building warrant of fitness under the Building Act 1991 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;
 - (e) keep and maintain all building systems and any structure on the Land in accordance with the requirements of any compliance schedule;

- (f) retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 1991 a copy of the compliance schedule together with the written reports relating to compliance with the compliance schedule over the previous two year period.

13.0 PROTECTION OF THE ENVIRONMENT

13.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Land; or
- (b) bring any plants, animals, or firearms on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land;

13.2 The Concessionaire will 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.

13.3 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

13.4 The Concessionaire will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Grantor the Concessionaire will paint all structures and facilities in colours specified in writing by the Grantor and with paints of a type approved in writing by the Grantor.

13.5 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire will, unless the Grantor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Land in a clean and tidy condition.

13.6 Should the Concessionaire fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Grantor may approve in writing, the Grantor may undertake whatever works and operations are necessary to effect the same and may recover from the Concessionaire any costs and expenses incurred in doing it as a debt due by the Concessionaire to the Grantor.

13.7 The Concessionaire must:

- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity or from any act or neglect of its employees, contractors, invitees or agents;
- (b) not light or permit to be lit any fire on the Land except in the barbeque located behind the school house on Mt Aurum Recreation Reserve.
- (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Dangerous Goods Act 1974;
- (d) comply with the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.

13.8 The Concessionaire must ensure that its employees, clients and invitees do not carry out any acts prohibited under clause 13.

13.9 The Concessionaire must immediately report to the Grantor any act in contravention of clause 13 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

14.0 ADVERTISING

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

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

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

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

15.0 EMPLOYMENT OF STAFF

- 15.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.
- 15.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.
- 15.3 The Concessionaire must comply with all statutes relating to employment of staff.

16.0 HEALTH AND SAFETY

- 16.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with:
 - (a) the Health and Safety in Employment Act 1992 and its regulations; and
 - (b) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the conduct of the Concession Activity.
- 16.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.
- 16.3 The Concessionaire must:
 - (a) take all reasonable steps to protect the safety of all persons present on the Land and must, where necessary, erect protective signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (b) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware.
- 16.4 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor, prepare a safety plan and have it audited by a suitably qualified person approved by the Grantor.
- 16.5 The Concessionaire must not commence the Concession Activity until:
 - (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the Concession Activity; and
 - (b) the Concessionaire supplies the Grantor with a copy of the safety plan certified under clause 16.5(a).
- 16.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 16 and is not to be construed as implying any responsibility or liability on the part of the Grantor.

17.0 TEMPORARY SUSPENSION

- 17.1 The Grantor may temporarily suspend this Document if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, clients or invitees.
- 17.2 If in the opinion of the Grantor the activities of the Concessionaire, its employees, clients or invitees are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
- 17.3 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 17.1 and 17.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.
- 17.4 The word "investigates" in clause 17.3 includes the laying of charges and awaiting the decision of the Court.
- 17.5 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 17.6 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clause 17 including loss of profits.

18.0 ASSIGNMENT

- 18.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may in the Grantor's discretion decline any application for consent under this clause.
- 18.2 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 18.3 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document.

- 18.4 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 18.5 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

19.0 TERMINATION

- 19.1 The Grantor may terminate this Concession by 14 days notice in writing to the Concessionaire if:
- (a) the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)
 - (i) the Concessionaire breaches any terms of this Document; and
 - (ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or
 - (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are manifestly inadequate; or
 - (d) the Concessionaire is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or
 - (e) the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
 - (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.

19.2 If the Grantor terminates the Concession under this clause all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

19.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

20.0 GRANTOR MAY REMEDY CONCESSIONAIRE'S DEFAULT

20.1 The Grantor may elect to remedy at any time without notice any default by the Concessionaire under this Concession.

20.2 The Concessionaire 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.

21.0 GRANTOR'S DIRECTIONS

21.1 The Concessionaire must comply with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land or the conduct of any person on the Land under the authority of this Document.

22.0 POWERS, RIGHTS AND AUTHORITIES

22.1 All powers, rights and authorities of the Grantor under this Document and any notice required to be given by the Grantor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

23.0 INDEMNITIES AND INSURANCE

23.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, or clients or otherwise caused as a result of its carrying out the Concession Activity on the Land.

23.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

23.3 Without prejudice to or in any way limiting its liability under clause 23.1 the Concessionaire must take out and keep in force during the Term:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 11 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 12 of Schedule 1; and
 - (b) statutory liability for the amount specified in Item 13 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 14 of Schedule 1.
- 23.4 With respect to clause 23.3 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
- 23.5 (a) Without prejudice to any other provision of this Document the Concessionaire will indemnify the Grantor against all damage or loss resulting from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, contractors, clients, or invitees;
- (b) The Concessionaire is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Land or the property of the Grantor resulting from such act or omission.
- 23.6 (a) The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Land or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 23.6(b), such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors;
- (b) Where the Grantor is found to be liable due to a wilful act or omission, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures and facilities.
- 23.7 Notwithstanding anything else in clause 23 the Grantor is not liable for any indirect or consequential loss howsoever caused.

24.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION

- 24.1 The Concessionaire must, during the Term, if the Grantor so requests in writing, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity on the Land.
- 24.2 If the Grantor does not make a request under clause 24.1 the Concessionaire must, during the Term if the Grantor so requests in writing, pay to the Grantor the annual environmental monitoring contribution specified in Item 15 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.
- 24.3 Subject to any conditions imposed by the Grantor and set out in Schedule 3, at the expiry, surrender or termination of this Document, the Concessionaire must reinstate the Land to its condition at the commencement of the Term and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

25.0 EXPIRY OF LICENCE

- 25.1 If the parties have not entered into a new agreement by the Final Expiry Date the Concessionaire accepts that the Grantor has no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.
- 25.2 Upon the expiry or earlier termination of the Term the Grantor will not be liable to pay compensation for any structure, facility or land alteration of the Concessionaire, all of which, subject to clause 25.4 are to remain the property of the Concessionaire and will be deemed not to have become fixtures on the Land.
- 25.3 Subject to any conditions set out in Schedule 3, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Land unless the Grantor approves otherwise in writing.
- 25.4 If the Concessionaire does not remove the structures and facilities as required by clause 25.3, or as otherwise approved by the Grantor, the structures and facilities remaining on the Land will be deemed to have become fixtures and ownership in them will vest absolutely in the Grantor.
- 25.5 In that case the Grantor will not be liable to pay any compensation to the Concessionaire for the structures and facilities and may, at the Grantor's option, remove or destroy or otherwise dispose of them and recover the costs and expenses of the removal or destruction from the Concessionaire as a debt due to the Grantor.

26.0 FORCE MAJEURE

- 26.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

- 26.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

27.0 DISPUTE RESOLUTION AND ARBITRATION

- 27.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may have under this Document or otherwise, 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.
- 27.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 27.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 27.4 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.
- 27.5 The arbitrator must include in the arbitration award reasons for the determination.

28.0 NOTICES

- 28.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 16 of Schedule 1.
- 28.2 A notice given in accordance with clause 28.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of a letter, on the third working day after posting;
 - (c) in the case of facsimile, on the date of dispatch.

29.0 COSTS

- 29.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and executing this Document or any extension or variation of this Document.
- 29.2 The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:
- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Concessionaire is in breach or default;
 - (b) to recover outstanding money owed to the Grantor.

30.0 RELATIONSHIP OF PARTIES

- 30.1 Nothing expressed or implied in this Document shall be construed as:
- (a) constituting the parties as partners or joint venturers;
 - (b) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (c) granting any estate or interest in the Land to the Concessionaire;
 - (d) preventing the Grantor from granting other concessions, whether similar or not, to other persons;
 - (e) derogating from the rights of the Grantor and the public to have access across the Land.

31.0 OFFENCES

- 31.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
 - (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and

- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.

32.0 SEVERABILITY

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

33.0 ENTIRE UNDERSTANDING

- 33.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Document 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 Document.

34.0 VARIATIONS

- 34.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire and to any applications for extension of the Term.

- 34.2 The Grantor may vary any conditions of this Document if the variation is necessary:

- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Licence was granted; or
- (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Licence and the effects of the Activity permitted by this Document require more appropriate conditions.

- 34.3 The Concessionaire is to be bound by every such variation.

35.0 GUARANTEE

- 35.1 If the Grantor notifies the Concessionaire in writing that the Grantor requires this Document to be guaranteed by a third party the following clauses are to apply.

- 35.2 Subject to clause 35.1 and in consideration of the Grantor entering into this Document at the Guarantor's request the Guarantor:

- (a) guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Document; and

- (b) indemnifies the Grantor against any loss the Grantor might suffer should the Document be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

35.3 Subject to clause 35.1 the Guarantor covenants with the Grantor that:

- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire to the Concessionaire'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 Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire 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 Concession Fee;
- (d) any assignment of this Document and any Concession Fee Review in accordance with this Document 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.

36.0 CO-SITING

36.1 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Land except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:

- (a) would impact on the ability of the Concessionaire to conduct its Concession Activity; or
- (b) would result in a substantial change to the Concession Activity carried out by the Concessionaire on the Land.

36.2 The Grantor will be entitled to require the Concessionaire to obtain at the Concessionaire's expense a report prepared by an independent consultant acceptable to the Grantor confirming the matter specified in clause 36.1.

36.3 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Land. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

Signed by



for and on behalf of
the Minister of Conservation
pursuant to a written delegation
in the presence of :

Witness (signature)

Wayne Costello

Witness (print name)

Wayne Costello

Occupation

Conservation officer

Address

Queentown

SCHEDULE 1

1. **Land:** Shotover River marginal strip as shown on the plan attached.
Mount Aurum Recreation Reserve *(see definition of Land in clause 1.1)*
2. **Concession Activity:** Jet boat on/off loading on the Shotover marginal strip for the purpose of bungy recover and delivery of clients.
 - Access over the marginal strip at Deep Creek during times when the road is closed at Blue Slip.
 - Bungy jumping recovery walk out on marginal strip and the Mount Aurum Recreation Reserve.
 - Guided walking tours and four wheel drive tours on the Mount Aurum Recreation Reserve.
 - Mountain biking, abseiling, and camping in the Mount Aurum Recreation Reserve.

(see definition of Concession Activity in clause 1.1)
3. **Term:** 19 years 364 days commencing on 28 May 2001 *(see clause 3.1)*
4. **Renewal:** not applicable *(see clause 3.2)*
5. **Final Expiry Date:** 26 May 2021 *(see clause 3.3)*
6. **Concession Fee:** [REDACTED] *(see clause 5.1)*
7. **Concession Fee Instalments:** not applicable *(see clause 5.1)*
8. **Concession Fee Payment Date** [REDACTED]
(see clause 5.1)
9. **Penalty Interest Rate:** *(see clause 5.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
10. **Concession Fee Review Date:** 28 May 2004, 28 May 2007, 28 May 2010, 28 May 2013, 28 May 2016, 28 May 2019 *(see clause 7.1)*
11. **Public Liability General Indemnity Cover:** *(see clause 23.3)*
for \$500,000
12. **Public Liability Forest & Rural Fire Extension:** *(see clause 23.3)*

for \$1,000,000

13. **Statutory Liability:** *(see clause 23.3)*
Amount \$20,000
- 14(a) **Other Types of Insurance:** not applicable *(see clause 23.3)*
- 14(b) **Amounts Insured for Other Types of Insurances:** *(see clause 23.3)*
not applicable
15. **Environmental Monitoring Contribution:** *(see clause 24.2)*
not applicable
16. **Address for Notices:** *(see clause 28)*
- (a) Grantor C/- Box 5244
DUNEDIN fax (03) 4778 626
- (b) Concessionaire the address of the registered office of the company
fax (03) 442 7121

SCHEDULE 2

Community Service Contribution

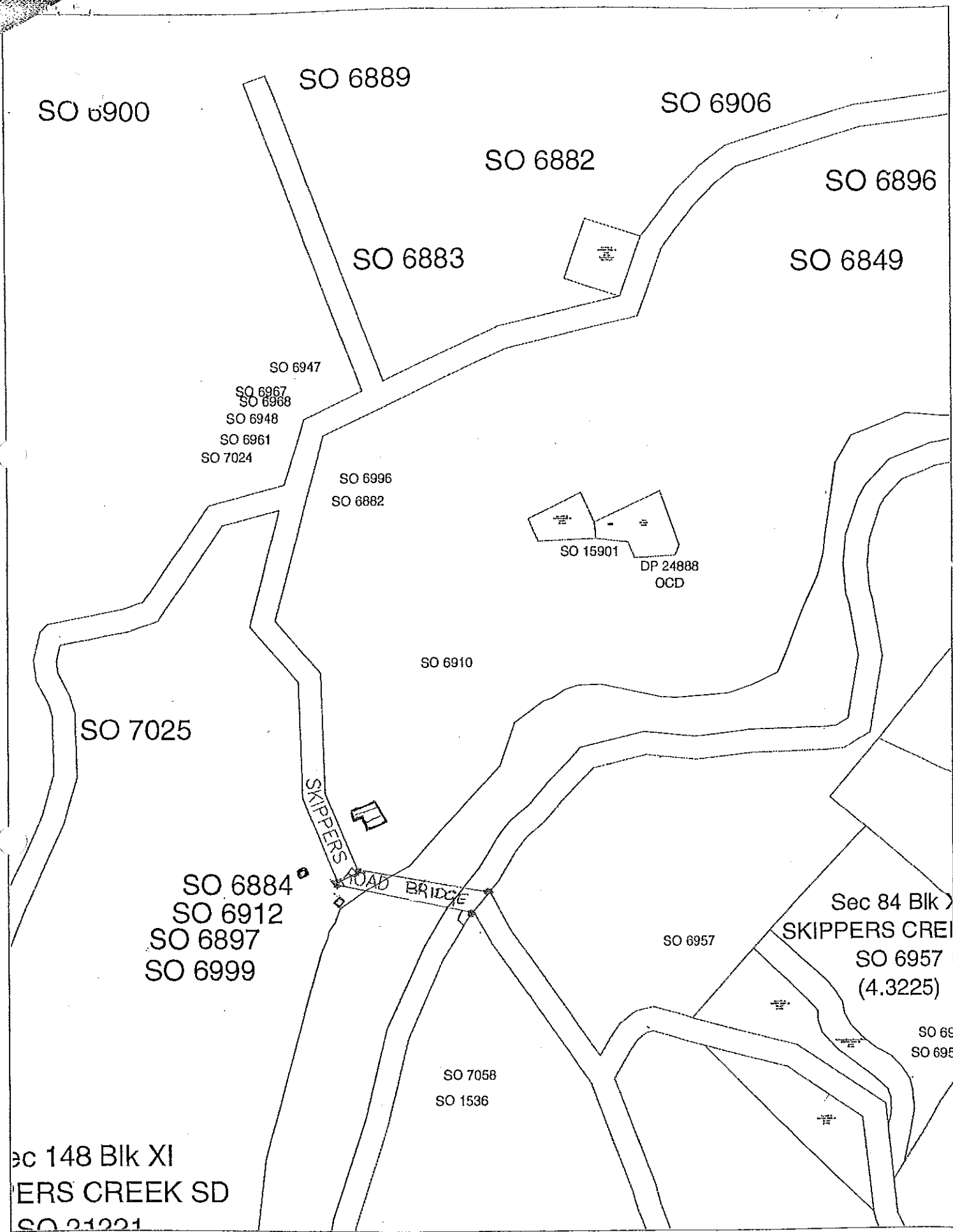
Nil

SCHEDULE 3

Special Conditions

- 1 The Grantor reserves the right to apply restrictions on the operation or the licensed activity, or withdraw all or part of the areas or activities approved if, in the opinion of the Grantor, the activities granted are having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided, remedied or mitigated to an extent satisfactory to the Grantor.
- 2 The Grantor shall be entitle to allow any officer of the Department of Conservation to use the activities authorised by this licence during the term of this licence for the purpose of assessing the impact of the activity, and compliance with the terms and conditions of the licence.
- 3 The Concessionaire's safety plan shall include provisions relating to the safe management of hazardous substances and an oil spill contingency plan.
- 4 The Concessionaire shall ensure that:
 - (a) the New Zealand Environment Care Code is adhered to at all times by itself its clients and its guides.
 - (b) No historical artefacts are disturbed, including the Bullendale Pack Track and historic settlement and mining track.
 - (c) No four-wheel drive access is permitted beyond Skippers Cemetery.
 - (d) The Stoney Creek Track is not used during the breeding season of the New Zealand Falcon (between September and January both months inclusive).
 - (e) MacNichol Hut is not used.
 - (f) Camping occurs only at designated campsites.
 - (g) Helicopter and fixed winged aircraft access is with approved operators or one off landing permits issued by the Area Manager in accordance with the air access policies in the Mount Aspiring National Park Management Plan.
 - (h) There is no guiding on the Rees Dart circuit, other than access to the high mountains.
 - (i) Huts on the Routeburn Track are not used between 1 November and 30 April.

- (j) it obtains permission from the New Zealand Alpine Club to use Esquilant Bivy.
- 5 The Concessionaire shall keep in force during the term of this concession an up to date independently audited safety plan.
 - 6 The Concessionaire shall obtain the permission of the Mount Cook Group for access up the Remarkables Skifield Road.
 - 7 No later than 28 June of each year the Concessionaire shall forward to the Conservator Department of Conservation Dunedin an annual activity report showing the number of clients guided during the last year and shall at the same time forward the balance of the Concession Fee payable.
 - 8 The Concessionaire and its staff shall endeavour, as far as reasonably practicable, to accurately portray Ngai Tahu's historical, spiritual or cultural association with any area or indigenous species. The Concessionaire may provide interpretation to its clients on Ngai Tahu issues provided that this interpretation is entirely consistent with schedules 15-104 of the Ngai Tahu Claims Settlement Act 1998 or any Department produced interpretative material. Where the Concessionaire wishes to provide clients with information not covered in these sources but that still relates to Ngai Tahu's historical, spiritual or cultural association with any area or indigenous species then the Concessionaire shall consult with the local papatipu before using any other information.



DEPT OF CONSERVATION
 OTAGO CONSERVANCY
 13 NOV 2001
 RECEIVED

Queenstown Bungy Ltd ("the Concessionaire")
 do hereby accept this Concession Document (Lease)
 Concession number: COC 61
 and understand the contents and obligations in full.

Dated this 9th day of November 2001

Signed by

PAUL HENRY DRURY van ASCH (Managing Director)



JOHN FRANCIS WARD (Director)



Witnessed by: 

Occupation: Chartered Accountant

Address: 



AJ Hackett Bungy, PO Box 488, Queenstown, New Zealand
 office: 64 3 442 7122 | bookings: 64 3 442 4007 | fax: 64 3 442 7121
 freephone: 0800 BUNGYJUMP [0800 286 495]
 e-mail: bungyjump@ajhackett.co.nz | web-site: www.AJHackett.com

DATED 16th Day of April 2002

Between

MINISTER OF CONSERVATION
("the Lessor")

and

QUEENSTOWN BUNGY LIMITED
("the Concessionaire")

CONCESSION DOCUMENT
(LEASE)



Department of Conservation
Te Papa Atawhai

THIS LEASE is made this ^{16th} day of April 2007

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Lessor")
2. **QUEENSTOWN BUNGY LIMITED** ("the Concessionaire")
3. **BUNGY NEW ZEALAND LIMITED** ("the Guarantor")

BACKGROUND

- A. The Reserve described in Schedule 1 as the Land is vested in Her Majesty the Queen.
- B. Section 59A of the Reserves Act 1977 authorises the Lessor, in accordance with Part IIIB of the Conservation Act 1987, to grant a Concession in respect of a Reserve vested in the Crown including a reserve vested in the Crown but controlled and managed by an administering body under any of sections 28, 29, 30, 35 and 36 of the Reserves Act 1977;
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.
- D. The Lessor is satisfied that the requirements of Part III B of the Conservation Act 1987 have been met

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"**Activity**" has the same meaning as "Activity" in section 2 of the Conservation Act 1987.

"**Background**" means the matters referred to under the heading "Background" on p2 of this Document.

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

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

"**Concession Fee**" means the amount specified in Item 6 of Schedule 1 and charged by the Lessor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

"**Concession Fee Payment Date**" means the date specified in Item 8 of Schedule 1 on which the Concession Fee falls due for payment.

"**Concession Fee Review**" means a review of the Concession Fee determined in accordance with clause 7 of this Document.

"**Concession Fee Review Date**" means the date specified in Item 10 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of this Document.

"**Co-Site**" and "**Co-Siting**" mean the use of the land or the Concessionaire's structures or facilities on the Land by a third party for a purpose permitted by the Lessor; and "**Co-Sitee**" has a corresponding meaning.

"**Department**" means the Department of Conservation established by section 5 of the Conservation Act 1987.

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

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

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

"**Guarantor**" means the person guaranteeing this Document under clause 41.

"**Land**" means the area more particularly described in Item 1 of Schedule 1.

"**Lease**" means the Lease granted under this Document by the Lessor to the Concessionaire under section 59A of the Reserves Act 1977.

"**Penalty Interest Rate**" means the rate specified in Item 9 of Schedule 1.

"**Reserve**" means a reserve vested in the Grantor under the Reserves Act 1977

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

"**Working Days**" means days on which the registered banks are open for general banking business in Dunedin.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's successors in title;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);
- (f) words in a singular number include the plural and vice versa;
- (g) words importing a gender include all other genders;
- (h) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (i) where the Lessor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Lessor for each separate occasion it is required notwithstanding that the Lessor has granted consent or approval for a like purpose on a prior occasion.

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

1.4 The covenants and powers contained in sections 106 and 107 of the Property Law Act 1952 are not to be implied in this Concession and are expressly negated.

2.0 GRANT OF LEASE

2.1 In exercise of the Lessor's powers under section 59A of the Reserves Act 1977 the Lessor **GRANTS** to the Concessionaire a **LEASE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Lease is for the Term specified in Item 3 of Schedule 1.

3.2 Subject to clause 3.3 the Lessor, at the Concessionaire's cost, will renew the Term for a further period specified in Item 4 of Schedule 1.

3.3 The renewal is to be on the same terms and conditions expressed or implied in this Document excluding a right of renewal provided the Concessionaire:

- (a) observes the terms and conditions contained in this Document; and
- (b) has given to the Lessor written notice of the Concessionaire's intention to renew this Document at least 3 months before the end of the Term which notice is to be irrevocable.

3.4 The Term and all renewals, if any, will end on the Final Expiry Date specified in Item 5 of Schedule 1.

4.0 SURRENDER OF DOCUMENT

4.1 If the Concessionaire wishes to terminate this Document before the expiry of the Term the Concessionaire must give the Lessor 3 months' notice in writing.

4.2 The Lessor must accept the Concessionaire's notice of termination but in doing so may impose whatever terms and conditions the Lessor considers appropriate, including the matters referred to in clause 6.2.

5.0 CONCESSION FEE

5.1 The Concessionaire must pay to the Lessor in the manner directed by the Lessor the Concession Fee plus GST in the installments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.

5.2 If the Concessionaire defaults in payment of the Concession Fee for 14 days after a Concession Fee Payment Date 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 9 of Schedule 1.

6.0 OTHER CHARGES

- 6.1 In addition to the Concession Fee the Concessionaire must pay the following charges ("Other Charges") on demand and in the manner directed by the Lessor:
- (a) all rates, grants in lieu of rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable in relation to the Land, any structure or facility on the Land, or the Concession Activity;
 - (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Lessor;
 - (c) all costs incurred by the Lessor in providing an annual building warrant of fitness to a territorial authority, including costs paid to an independent qualified person for a report establishing or re-establishing compliance with a compliance schedule. If work is required to a structure or facility of the Lessor's on the Land in order to obtain a new building warrant of fitness, the Lessor is to pay the cost of the work subject to the Concessionaire's obligations under clause 10.
- 6.2 If the Concessionaire surrenders this Document with the consent of the Lessor, the Concessionaire will continue to be liable for and must pay to the Lessor on demand in respect of its occupation of and activity on the Land all Other Charges which may be due for the current payment period even though this period may not expire until after the date of surrender.
- 6.3 Where the Lessor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Lessor whatever contribution the Lessor determines as specified in Schedule 2.
- 6.4 The Concessionaire must pay all charges for electric power, water supply, geothermal energy, telephone rental and other utilities supplied to the Land. The Lessor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.
- 6.5 If, during the Term, the Land becomes rateable land, following any amendment to the Rating Powers Act 1988 or the introduction of a new Act in substitution for it and the Site's rateability is attributable to the Concession Activity, or if separate rates are levied under section 7 of the Rating Powers Act 1988 in respect of the Land and are attributable to the Concession Activity, the Concessionaire is to pay any rates which may be struck or levied and which are attributable to the Concession Activity.

7.0 CONCESSION FEE REVIEW

7.1 The Lessor will review the Concession Fee on the Concession Fee Review Dates in the following manner:

- (a) the Lessor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- (b) subject to clause 7.1(e), the notice must specify the Concession Fee which the Lessor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
- (c) if, within 28 days of receipt of the Lessor's notice, the Concessionaire gives written notice to the Lessor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 7.2 (a) or (b).
- (d) if the Concessionaire does not give notice to the Lessor under clause 7.1 (c) the Concessionaire will be deemed to have accepted the Concession Fee specified in the Lessor's notice.
- (e) notwithstanding clause 7.1(b), the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and will be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
- (f) until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Lessor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Lessor or by the Concessionaire, whichever is applicable.

7.2 Immediately the Concessionaire gives notice to the Lessor under clause 7.1(c) the parties will endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) by one party giving written notice to the other requiring the new Concession Fee to be determined by arbitration; or, if the parties agree,
- (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) each party will appoint a valuer and give written notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession 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 Concession Fee and that valuer's determination will 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 Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) in determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide Access to the Land.
 - (vi) each party is to be given the opportunity to make written or verbal 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 will not be bound by them.
- (c) the valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to provide how the costs of the determination are to be borne and is to be binding on the parties.
- (d) (i) if a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
- (ii) the Concession Fee Review will establish the market value for the Concession Activity as at that date instead of the date fixed under clause 7.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
- (iii) each subsequent Concession Fee Review Date will take place in accordance with the date fixed in clause 7.1.

7.3 The Concessionaire shall pay to the Lessor all costs associated with any Concession Fee Review (ie. the cost of staff time in reviewing the fee, plus the cost of any independent valuation advice).

8.0 CONCESSION ACTIVITY

8.1 Subject to clause 42, the Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.2 The Concessionaire must, as a condition of this Document:

- (a) take out and maintain and pay all fees for all licences, permits, authorisations, consents (including resource consents under the provisions of the Resource Management Act 1991), and renewals ("the Permissions") as may be necessary for the proper conduct of the Concession Activity;
- (b) not do or suffer to be done any act whereby these Permissions may be forfeited or suspended or refused.

9.0 SUPPLY OF INFORMATION

9.1 At the Lessor's request the Concessionaire must supply the Lessor with a complete statement of audited financial accounts.

9.2 Information supplied to the Lessor under clause 9.1 is subject to an obligation of confidence; but the parties acknowledge that such information may be subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.

10.0 COMPLIANCE

10.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan as required by section 17W(7) of the Conservation Act 1987 pursuant to Part IIA of the Reserves Act 1977 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Reserves Act 1977 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 Concession Activity, including any bylaws made under the Reserves Act 1977.

10.2 The Concessionaire must comply with all conditions imposed by the Lessor in granting this Document.

- 10.3 (a) A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Document.
- (b) A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity will be deemed to be a breach of this Document.
- 10.4 If the Legislation requires the Lessor to spend money on the Lessor's own structures, facilities or land alterations on the Land, the Lessor may charge, in addition to the Concession Fee, an annual sum equal to 15% of the amount spent by the Lessor.
- 10.5 If the Legislation requires the Lessor to spend money on structures, facilities or land alterations on the Land which the Lessor considers unreasonable, the Lessor may determine this Lease and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 32.

11.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 11.1 The Concessionaire must not erect or bring on to the Land any structure, install any facility or alter the Land in any way without the prior written consent of the Lessor.
- 11.2 In giving approval under clause 11.1 the Lessor may, in the Lessor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Lessor 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 Concessionaire must pay to the Lessor 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 Concessionaire must, upon request by the Lessor, submit written engineering or building plans and details to the Lessor for approval before :
- (a) erecting or altering any structure on the Land;
 - (b) bringing any structure on to the Land;
 - (c) installing any facilities on the Land; or
 - (d) altering the Land in any way.
- 11.5 The Concessionaire must not commence any work on the Land until the Lessor has given written approval.

- 11.6 When undertaking any work under this clause the Concessionaire must comply with all statutory requirements including obtaining building consents and code compliance certificates under the Building Act 1991.
- 11.7 The Concessionaire is to keep and maintain its structures and facilities on, or alterations to, the Land in good repair.

12.0 LESSOR'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 12.1 The Concessionaire is to keep and maintain in good and substantial repair and condition the Lessor's structures, facilities and land alterations.
- 12.2 At the end or earlier determination of the Term, the Concessionaire must quietly yield up the Lessor's structures, facilities and land alterations in the same good and substantial repair and condition as they were in at the commencement of this Document.
- 12.3 Subject to the Lessor providing to the Concessionaire reasonable notice the Lessor and the Lessor's employees and agents may at all reasonable times enter the Land to view its condition the condition of the structures and facilities on it, and for the purpose of assessing the impact of the Activity and compliance with the terms and conditions of the Lease. The costs of such assessment are payable by the Concessionaire on or before the date specified on the invoice.
- 12.4 The Concessionaire must comply with any written notice given by the Lessor of any failure on the part of the Concessionaire to comply with any requirement of this Document.

13.0 INSURANCE OF STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 13.1 The Concessionaire must insure and keep insured with an insurer approved by the Lessor all structures, facilities and land alterations on the Land in the joint names of the Lessor and Concessionaire for their respective interests to their full replacement value against loss or damage caused by fire, earthquake, fire consequent on earthquake, avalanche, flood, volcanic activity; and including indemnity insurance for the cost of demolition, removal of debris and clearance of the Land.
- 13.2 The Concessionaire must provide the Lessor with a copy certificate of currency for the policy or policies of insurance before commencing the Concession Activity and on each renewal of the policy.

14.0 CONCESSIONAIRE'S FURTHER OBLIGATIONS

- 14.1 The Concessionaire must at the Concessionaire's expense:

- (a) take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if required by the Lessor, engage a pest exterminator approved by the Lessor;
- (b) comply strictly with the provisions of the Biosecurity Act 1993;
- (c) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements;
- (d) at all times display a copy of the relevant current building warrant of fitness under the Building Act 1991 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;
- (e) keep and maintain all building systems and any structure on the Land in accordance with the requirements of any compliance schedule;
- (f) retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 1991 a copy of the compliance schedule together with the written reports relating to compliance with the compliance schedule over the previous two year period.

15.0 PROTECTION OF THE ENVIRONMENT

15.1 Except as approved in writing by the Lessor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Land; or
- (b) bring any plants, animals, or firearms on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land.

15.2 The Concessionaire will 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.

15.3 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if required by the Lessor and for the disposal of all refuse material and is to comply with the reasonable directions of the Lessor in regard to these matters.

- 15.4 The Concessionaire will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Lessor the Concessionaire will paint all structures and facilities in colours specified in writing by the Lessor and with paints of a type approved in writing by the Lessor.
- 15.5 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire will, unless the Lessor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Land in a clean and tidy condition.
- 15.6 Should the Concessionaire fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Lessor may approve in writing, the Lessor may undertake whatever works and operations are necessary to effect the same and may recover from the Concessionaire any costs and expenses incurred in doing it as a debt due by the Concessionaire to the Lessor.
- 15.7 The Concessionaire must:
- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity or from any act or neglect of its employees, contractors, invitees or agents;
 - (b) not light or permit to be lit any fire on the Land without the written permission of the Lessor in which event the following provisions are to apply:
 - (i) the Concessionaire may light or use at a campsite a fire in the open air if the fire is an approved camp fire and is fuelled by dead wood only;
 - (ii) an approved camp fire is any fire lit for the purpose of camping, cooking, comfort or warmth;
 - (iii) an approved camp fire may not be lit:
 - (aa) within 3 metres of a tree or place underneath overhanging vegetation;
 - (bb) within 3 metres of a log or dry vegetation;
 - (cc) unless the Concessionaire clears all combustible material away from around the base of the approved camp fire before lighting it;
 - (dd) where there are notices or other advertising limiting the lighting of fires to a particular receptacle or to a particular place;
 - (ee) during a prohibited fire season
 - (iv) for the purpose of this paragraph "open air" has the same meaning ascribed to it in the Forest and Rural Fires Act 1977;

- (c) not store or permit to be stored fuels or other combustible materials on the Land without the written permission of the Lessor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Dangerous Goods Act 1974;
- (d) comply with the Lessor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Land at all times.

15.8 The Concessionaire must ensure that its employees, clients and invitees do not carry out any acts prohibited under clause 15.

15.9 The Concessionaire must immediately report to the Lessor any act in contravention of clause 15 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Lessor with details of the circumstances surrounding such incidents.

16.0 ADVERTISING

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

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

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

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

17.0 EMPLOYMENT OF STAFF

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

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

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

18.0 HEALTH AND SAFETY

18.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with:

- (a) the Health and Safety in Employment Act 1992 and its regulations; and
- (b) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the conduct of the Concession Activity.

18.2 The Concessionaire must notify the Lessor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

18.3 The Concessionaire must :

- (a) take all reasonable steps to protect the safety of all persons present on the Land and must, where necessary, erect protective signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
- (b) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware.

18.4 Before commencing the Concession Activity the Concessionaire must, if required by the Lessor, prepare a safety plan and have it audited by a suitably qualified person approved by the Lessor.

18.5 The Concessionaire must not commence the Concession Activity until:

- (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the Concession Activity; and
- (b) the Concessionaire supplies the Lessor with a copy of the safety plan certified under clause 18.5(a).

18.6 Receipt of the certified safety plan by the Lessor is not in any way to limit the obligations of the Concessionaire under clause 18 and is not to be construed as implying any responsibility or liability on the part of the Lessor.

19.0 TEMPORARY SUSPENSION

19.1 The Lessor may temporarily suspend this Document if, in the opinion of the Lessor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, clients or invitees.

- 19.2 If, in the opinion of the Lessor, the activities of the Concessionaire, its employees, clients or invitees are having or may have an adverse effect on the environment and the Lessor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Lessor, the Lessor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Lessor.
- 19.3 The Lessor may suspend this Concession while the Lessor investigates any of the circumstances contemplated in clauses 19.1 and 19.2 and also while the Lessor investigates any potential breach or possible offence by the Concessionaire whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Lessor has become aware.
- 19.4 The word "investigates" in clause 19.3 includes the laying of charges and awaiting the decision of the Court.
- 19.5 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 19.6 The Lessor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clause 19 including loss of profits.

20.0 ASSIGNMENT

- 20.1 The Concessionaire is not to transfer, sublease, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Lessor. The Lessor may in the Lessor's discretion decline any application for consent under this clause.
- 20.2 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Lessor, in the Lessor's discretion, decides otherwise.
- 20.3 If the Lessor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublessee, or assignee a covenant to be bound by the terms and conditions of this Document.
- 20.4 The Concessionaire must pay the costs reasonably incurred by the Lessor incidental to any application for consent, whether or not such consent is granted.
- 20.5 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Lessor.

21.0 DAMAGE OR DESTRUCTION OF LESSOR'S STRUCTURES OR FACILITIES

21.1 If the Lessor's structures or facilities or any portion of them are totally destroyed or so damaged:

- (a) as to render them untenable, the Term is to terminate at once; or
- (b) as, in the reasonable opinion of the Lessor, to require demolition or reconstruction, the Lessor may, within 3 months of the date of damage or destruction, give the Concessionaire 1 month's written notice to terminate and a fair proportion of the Concession Fee and Other Charges will cease to be payable according to the nature and extent of the damage.

21.2 Any termination under clause 21.1 is to be without prejudice to the rights of either party against the other.

21.3 If the Lessor's structures or facilities or any portion of them are damaged but not so as to render the premises untenable and:

- (a) the Lessor'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 Concessionaire; and
- (b) all the necessary permits and consents are obtainable; and
- (c) the Lessor has not exercised the right to terminate under clause 21.1,

the Lessor must, with all reasonable speed, apply all insurance money received by the Lessor in respect of the damage towards repairing the damage or reinstating the structures or facilities; but the Lessor will not be liable to spend any sum of money greater than the amount of the insurance money received.

21.4 Any repair or reinstatement may be carried out by the Lessor using such materials and form of construction and according to such plan as the Lessor thinks fit and is to be sufficient so long as it is reasonably adequate for the Concessionaire's use of the Land for the Concession Activity.

21.5 Until the completion of the repairs or reinstatement a fair proportion of the Concession Fee and other charges is to cease to be payable according to the nature and extent of the damage.

21.6 If any necessary permit or consent is not obtainable or the insurance money received by the Lessor is inadequate for the repair or reinstatement, the Term is at once to terminate but without prejudice to the rights of either party against the other.

22.0 TERMINATION

22.1 The Lessor may terminate this Concession by 14 days notice in writing to the Concessionaire if:

- (a) the Concession Fee or any other money payable to the Lessor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b)
 - (i) the Concessionaire breaches any terms of this Document; and
 - (ii) the Lessor has notified the Concessionaire in writing of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Lessor, the services provided by the Concessionaire are manifestly inadequate; or
- (d) the Concessionaire is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or
- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or
- (f) there is, in the opinion of the Lessor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.

22.2 If the Lessor terminates the Concession under this clause all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

22.3 The Lessor may exercise the Lessor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Lessor or any indulgence granted by the Lessor for any matter or default.

23.0 LESSOR MAY REMEDY CONCESSIONAIRE'S DEFAULT

- 23.1 The Lessor may elect to remedy at any time without notice any default by the Concessionaire under this Concession.
- 23.2 The Concessionaire must pay to the Lessor forthwith on demand all reasonable costs and expenses incurred by the Lessor, including legal costs and expenses as between solicitor and client, in remedying such default.

24.0 DISTRAINT

- 24.1 The Lessor may distrain for the Concession Fee (plus GST) and any other monies otherwise payable by the Concessionaire under this Concession which are in arrears or unpaid for the space of 14 days after they have become due and payable whether demanded or not.

25.0 QUIET ENJOYMENT

- 25.1 The Concessionaire, while paying the Concession Fee and performing and observing the terms and conditions of this Document, is entitled peaceably to hold and enjoy the Land and any structures and facilities of the Lessor without hindrance or interruption by Lessor or by any person or persons claiming under the Lessor until the expiration or earlier determination of this Concession.

26.0 LESSOR'S DIRECTIONS

- 26.1 The Concessionaire must comply with all reasonable notices and directions of the Lessor concerning the Concession Activity on the Land or the conduct of any person on the Land under the authority of this Document.

27.0 POWERS, RIGHTS AND AUTHORITIES

- 27.1 All powers, rights and authorities of the Lessor under this Document and any notice required to be given by the Lessor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

28.0 INDEMNITIES AND INSURANCE

- 28.1 The Concessionaire will indemnify and keep indemnified the Lessor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, clients or invitees or otherwise caused as a consequence of its occupation of the Land or as a result of its conduct of the Concession Activity on the Land.
- 28.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 28.3 Without prejudice to or in any way limiting its liability under clause 27.1 the Concessionaire must take out and keep in force during the Term:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of the Concessionaire's use of the Land or its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 11 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 12 of Schedule 1; and
 - (b) statutory liability for the amount specified in Item 13 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Lessor specifies in Item 14 of Schedule 1, including those matters specified in clause 13.
- 28.4 With respect to clause 28.3 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
- 28.5 (a) Without prejudice to any other provision of this Document the Concessionaire will indemnify the Lessor against all damage or loss resulting from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, contractors, clients, or invitees;
- (b) The Concessionaire is to recompense the Lessor for all expenses incurred by the Lessor in making good any damage to the Land or the property of the Lessor resulting from such act or omission.
- 28.6 (a) The Lessor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Land or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the

clause 28.6(b), such damage or interference is caused by any wilful act or omission of the Lessor, the Lessor's employees, agents or contractors;

- (b) Where the Lessor is found to be liable due to a wilful act or omission, the total extent of the Lessor's liability is limited to \$1M in respect of the Concessionaire's structures and facilities.

28.7 Notwithstanding anything else in clause 28 the Lessor is not liable for any indirect or consequential loss howsoever caused.

29.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION

29.1 The Concessionaire must, during the Term, if the Lessor so requests in writing, design in consultation with the Lessor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's occupation of and activities on the Land.

29.2 If the Lessor does not make a request under clause 29.1 the Concessionaire must, during the Term, pay to the Lessor the annual environmental monitoring contribution specified in Item 15 of Schedule 1 to enable the Lessor to design and undertake a programme to monitor the environmental effects of the Concessionaire's occupation of and activities on the Land.

29.3 Subject to any conditions imposed by the Lessor and set out in Schedule 3, at the expiry, surrender or termination of this Document, the Concessionaire must reinstate the Land to its condition at the commencement of the Term and replant the Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

30.0 EXPIRY OF LEASE

30.1 If the Lessor permits the Concessionaire to remain in occupation of the Land after the expiry or earlier termination of the Term, the occupation is to be on the basis:

- (a) of a monthly tenancy only, terminable by 1 month's written notice by either party; and
- (b) at the Concession 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 Document.

30.2 If, on expiry of the Term, the future occupation of, or any operation on, the Land is not authorised by the Lessor, the Concessionaire accepts that the Lessor will have no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.

30.3 All structures or facilities remaining on the Land at the expiry, surrender or termination of this Document, or as otherwise approved by the Lessor, will be deemed to be fixtures and property in them will vest absolutely in the Lessor.

30.4 In that case the Lessor will not be liable to pay compensation to the Concessionaire for the structures and facilities and may, at the Lessor's option, remove or destroy or otherwise dispose of them, and recover the costs and expenses of their removal or destruction from the Concessionaire as a debt due to the Lessor.

31.0 **FORCE MAJEURE**

31.1 Neither party will be liable to the other party for any delay in performance, of or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

31.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

32.0 **DISPUTE RESOLUTION AND ARBITRATION**

32.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may have under this Document or otherwise, 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.

32.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

32.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

32.4 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.

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

33.0 NOTICES

33.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 16 of Schedule 1.

33.2 A notice given in accordance with clause 33.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of a letter, on the third working day after posting;
- (c) in the case of facsimile, on the date of dispatch.

34.0 COSTS

34.1 The Concessionaire must pay the Lessor's legal costs and expenses of and incidental to preparing and executing this Document or any extension or variation of this Document.

34.2 The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:

- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Concessionaire is in breach or default;
- (b) to recover outstanding money owed to the Grantor.

35.0 RELATIONSHIP OF PARTIES

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

- (a) constituting the parties as partners or joint venturers;
- (b) preventing the Lessor from granting similar concessions to other persons.

36.0 OFFENCES

36.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Lessor under this Document is to preclude the Lessor from prosecuting the Concessionaire; and

- (b) no failure by the Lessor to prosecute the Concessionaire is to preclude the Lessor from exercising the Lessor's remedies under this Document; and
- (c) any action of the Lessor in prosecuting the Concessionaire is not to preclude the Lessor from exercising the Lessor's remedies under this Document.

37.0 SEVERABILITY

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

38.0 ENTIRE UNDERSTANDING

38.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Document 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 Document.

39.0 REGISTRATION

39.1 The Lessor is not required to do any act or thing to enable this Document to be registered and the Concessionaire will not register a caveat in respect of the Concessionaire's interest under this Document.

39.2 Nevertheless, in the event that the Concessionaire wishes to register this Document under the Land Transfer Act 1952, the Lessor must take all such steps as are necessary to enable a certificate of title to issue in respect of the land against which this Document may be registered subject to the Concessionaire 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 Lessor in enabling such an issue of title and in having this Lease re-executed by the parties in a form suitable for registration.

40.0 VARIATIONS

40.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire and to any applications for extension of the Term.

40.2 The Lessor may vary any conditions of this Document if the variation is necessary:

- (a) to deal with significant adverse effects of the Activity that were not reasonably foreseeable at the time this Lease was granted; or

- (b) because the information made available to the Lessor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the Lease and the effects of the Activity permitted by this Document require more appropriate conditions.

40.3 The Concessionaire is to be bound by every such variation.

41.0 GUARANTEE

41.1 If the Lessor notifies the Concessionaire in writing that the Lessor requires this Document to be guaranteed by a third party the following clauses are to apply.

41.2 Subject to clause 41.1 and in consideration of the Lessor entering into this Document at the Guarantor's request the Guarantor:

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

41.3 Subject to clause 41.1 the Guarantor covenants with the Lessor that:

- (a) no release, delay, or other indulgence given by the Lessor to the Concessionaire to the Concessionaire'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 Lessor the Guarantor may, for all purposes, be treated as the Concessionaire and the Lessor is under no obligation to take proceedings against the Concessionaire 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 Concession Fee;
- (d) any assignment of this Document and any Concession Fee Review in accordance with this Document 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.

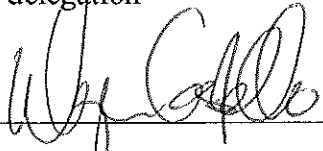
42.0 CO-SITING

- 42.1 (a) The Concessionaire will not allow Co-Siting without the prior written consent of the Lessor.
- (b) The Lessor's consent must not be unreasonably withheld, but is at the Lessor's sole discretion and subject to such reasonable terms and conditions as the Lessor thinks fit, including a requirement that the Co-Sitee be liable for direct payment to the Lessor of a Concession Fee in respect of the Co-Sitee's Activity.
- (c) The Lessor may withhold consent:
- (i) the Co-Siting would result in a substantial change to the Concession Activity on the Land; and
 - (ii) the Lessor considers the changes to be detrimental to the environment of the land.
- 42.2 Any contract, licence or agreement by the Concessionaire to permit a Co-Sitee, with the consent of the Lessor, to Co-Site must have annexed to it a copy of this Document, and must contain a Covenant on the part of the Co-Sitee not to cause the provisions of this Document to be breached by any act or omission of the Co-Sitee.
- 42.3 For the avoidance of doubt a Co-Sitee permitted on the Land must enter into a separate agreement with the Lessor in terms of which the Co-Sitee will be required to pay a fee to the Lessor to conduct an Activity on the Land. This separate agreement must not contain provisions which conflict with the Concessionaire's rights and obligations in relation to the Land.

Signed by

[REDACTED]

for and on behalf of
the Minister of Conservation
pursuant to a written delegation
in the presence of :



Wayne Costello
Conservation Officer
Queenstown.

SCHEDULE 1

1. **Land:** those parts of the Mount Aurum Recreation Reserve shown coloured yellow on the plan attached. *(see definition of Land in clause 1.1)*
2. **Concession Activity:** storage shed, toilet, and photo and video deck servicing the Skippers Bridge bungy operations. *(see definition of Concession Activity in clause 1.1)*
3. **Term:** 19 years 364 days commencing on 28 May 2001 *(see clause 3.1)*
4. **Renewal:** not applicable *(see clause 3.2)*
5. **Final Expiry Date:** 26 May 2021 *(see clause 3.4)*
6. **Concession Fee:** [REDACTED] *(see clause 5.1)*
7. **Concession Fee Instalments:** not applicable *(see clause 5.1)*
8. **Concession Fee Payment Date:** on or before the date specified on the invoice *(see clause 5.1)*
9. **Penalty Interest Rate:** *(see clause 5.2)*
Double the Grantor's bank's current highest 90 day bank bill buy rate
10. **Concession Fee Review Date:** 28 May 2004, 28 May 2007, 28 May 2010, 28 May 2013, 28 May 2016, 28 May 2019 *(see clause 1.1)*
11. **Public Liability General Indemnity Cover:** *(see clause 28.3)*
for \$500,000
12. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 28.3)*
for \$1,000,000
13. **Statutory Liability** *(see clause 28.3)*
for \$20,000
- 14(a) **Other Types of Insurance:** *(see clauses 13 & 28.3)*
for \$ not applicable
- 14(b) **Amounts Insured for Other Types of Insurances:** *(see clauses 13 & 28.3)*
for \$ not applicable
15. **Environmental Monitoring Contribution:** not applicable *(see clause 29.2)*
16. **Address for Notices:** *(see clause 33)*
 - (a) Lessor C/- Box 5244 c/-77 Stuart Street fax. (03) 4778 626
DUNEDIN DUNEDIN
 - (b) Concessionaire the address of the registered office of the company

fax. (03) 442 7121

SCHEDULE 2

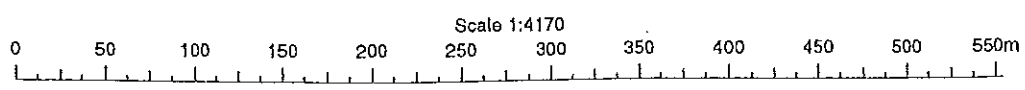
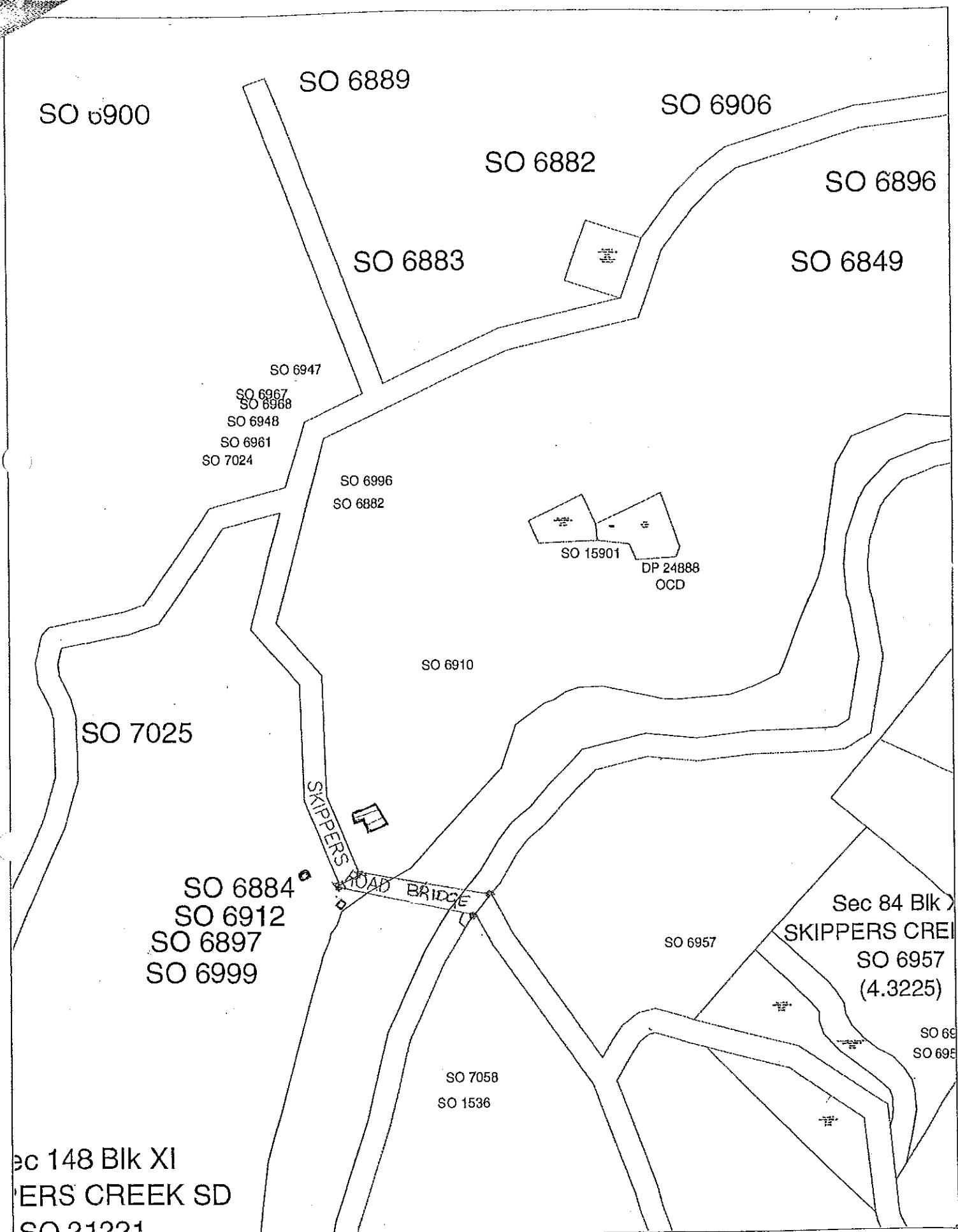
Community Service Contribution

Nil

SCHEDULE 3

Special Conditions

- 1 The Grantor may at any time by giving 14 days notice in writing to the Concessionaire impose conditions on the operation of the activities authorised by this lease, or terminate the lease as to any part of the Land if in the Grantor's opinion any activity authorised is having, or may have, an adverse effect on the physical or social environment and the effect cannot be avoided remedied or mitigated to an extent satisfactory to the Grantor.



Skippers
 TERRALINK NZ LTD(Terraviva)-DCDB Data as at 1.10.1999 Title & Valuation data as at 1.10.1999 Geodetic data as at 11.10.97.
 Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.

Licence to Occupy – Skippers Bridge

QUEENSTOWN LAKES DISTRICT COUNCIL

QUEENSTOWN BUNGY LIMITED

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DATE

27 October

2016

PARTIES

QUEENSTOWN LAKES DISTRICT COUNCIL a Local Authority under the Local Government Act 2002 (**Licensor**)

QUEENSTOWN BUNGY LIMITED (**Licensee**)

BACKGROUND

- A. The Licensor owns the Skippers Canyon Bridge situated on the road to Skippers as shown on the plan attached to this Licence (**Bridge**).
- B. The Licensee has historically held a licence to occupy the Bridge for the purposes of operating a commercial bungee jumping operation but to date has not operated a commercial bungee jumping operation from the Bridge.
- C. The Licensee wishes to continue to hold a licence to operate commercial bungee jumping and associated operations from the Bridge.
- D. The Licensor has agreed to grant the Licensee an exclusive licence to carry out the Permitted Use from the Bridge on the terms and conditions set out in this Licence.

THIS LICENCE RECORDS

1. Definitions

1.1 **Definitions:** In this Licence unless the context otherwise requires:

Base Licence Fee means initially [REDACTED] plus GST per annum, subject to review in accordance with the provisions of section 6;

Base Licence Fee Review Dates means on each third anniversary of the Commencement Date;

Bridge has the meaning given to it in paragraph A above;

Charitable Donation means an amount of [REDACTED] plus GST per annum payable in accordance with section 5;

Commencement Date means 1 October 2016;

Expiration Date means the date on which the Term shall expire or such earlier date on which the Licence is terminated;

Goods and Services Tax and GST means all tax from time to time payable under the Goods and Services Tax Act 1985;

Gross Receipts means on a GST exclusive basis the aggregate of the prices charged and other remuneration received for all commercial bungee jumps and merchandise sold, services sold and/or performed and all business of any nature conducted by the Licensee from the Bridge (including bungee jumps conducted from the Bridge whether sold on the Bridge or at any other site and including remuneration received from allowing commercial filming to be conducted from the Bridge);

Licence means this licence;

Licensee means the Licensee and the Licensee's successors and permitted assigns;

Licensor means the Licensor and the Licensor's executors, administrators, successors, assigns, and where the context permits the employees and agents of the Licensor;

Licence Fee means the greater of the Base Licence Fee and the Turnover Licence Fee payable in accordance with section 5 and subject to review in accordance with the provisions of section 6;

Permitted Use means the installation and operation of a bungy jumping platform and associated systems, equipment, signage and personnel for commercial bungy jumps and related merchandise/video sales from the Bridge and commercial filming of the permitted activities;

Plan has the meaning given to it in clause 9.2;

Term means ten (10) years starting from the Commencement Date;

Turnover Licence Fee means an amount equal to [REDACTED] of the Licensee's Gross Receipts for the Year subject to review in accordance with the provisions of section 6;

Turnover Licence Fee Review Dates means on each third anniversary of the Commencement Date;

Year means any year or part of the year ending on each anniversary of the Commencement Date or on the expiration or sooner determination of this Licence as the case may require.

2. Covenant to Licence

Licence: The Licensor licences to the Licensee, and the Licensee takes on an exclusive licence from the Licensor to carry out the Permitted Use from the Bridge for the Term including the right for the Licensee and its representative and visitors to occupy the Bridge for the Permitted Use but subject to the right for the general public to access and occupy the Bridge, upon the terms contained in this Licence.

3. Statutory Provisions

- 3.1 **Exclusion of Statutory Provisions:** Any covenants and powers implied in licences by virtue of the provisions of any statute or regulations are, to the extent they are inconsistent with anything in this Licence, expressly excluded from this Licence.

4. Term

- 4.1 **Term of Licence:** The Term shall commence on the Commencement Date and shall expire on the Expiration Date unless otherwise agreed between the parties or terminated in accordance with the provisions of this Licence.
- 4.2 **Monthly Tenancy:** Should the Licensee with the consent of the Licensor (such consent to be in the Licensor's sole discretion) continue to occupy the Bridge beyond the Expiration Date the Licensee shall do so as a monthly tenant at a monthly licence fee to be determined by the Licensor acting reasonably and in line with market rates. Such tenancy shall be determinable by one month's notice in writing given at any time by either party to the other and otherwise on the terms of this Licence but applicable to a monthly tenancy.
- 4.3 **Licensor's right to temporarily suspend:** The Licensor may temporarily suspend this Licence if in the opinion of the Licensor acting reasonably there is a risk to public safety or the environment on the Bridge for such period of time until the Licensor decides acting reasonably that the risk has subsided. The Licence Fee shall not be payable during any

period of suspension and the Licensor shall not be liable to the Licensee for any loss sustained by reason of this suspension including loss of profits.

- 4.4 **Closure for maintenance:** The Licensor may acting reasonably from time to time close the Bridge to carry out maintenance works. The Licensor will provide the Licensee with two (2) months prior written notice of such closure should the period of closure exceed five (5) days, unless the works are certified urgent for the structural integrity and public safety by the Licensor's engineer in which case the notice period may be shorter. The Licence Fee shall not be payable during any period of closure and the Licensor shall not be liable to the Licensee for any loss sustained by reason of this closure including loss of profits.

5. Licence Fee, and Goods and Services Tax

- 5.1 **Covenant to Pay Licence Fee:** The Licensee covenants to pay the Licence Fee to the Licensor without deduction or set-off by direct credit or in such other manner as directed by the Licensor.
- 5.2 **Method of Payment of Licence Fee:** The Licence Fee payable by the Licensee shall be the greater of the Base Licence Fee and the Turnover Licence Fee. To that end the Licence Fee shall be payable as follows:
- 5.2.1 On or prior to the Commencement Date and each subsequent anniversary of the Commencement Date the Licensee shall pay the Base Licence Fee; and
- 5.2.2 Following calculation of the Turnover Licence Fee in accordance with clause 5.3, the Licensee shall immediately pay the Licensor the Turnover Licence Fee for the preceding year less the Base Licence Fee paid for that year. If this amount exceeds zero then the Turnover Licence Fee is payable and if this amount is zero or a negative figure then the Turnover Licence Fee is not payable.
- 5.3 **Calculation of Turnover Licence Fee:** Within thirty (30) working days of the end of each Year the Licensee will furnish to the Licensor a statement certified by the Licensee setting out the Licensee's Gross Receipts for the Year and calculating the Turnover Licence Fee for that period.
- 5.4 **Audited Statement:** Within three (3) months of the end of each Year the Licensee will provide at the Licensee's own expense a written statement to the Licensor from an external auditor approved by the Licensor stating that in the auditor's opinion the statement provided by the Licensee pursuant to clause 5.3 is true and correct. In the event that the auditor's statement is not provided within the three (3) month period the Licensor may arrange for an auditor of its choice to carry out a required audit at the expense of the Licensee. In the event of it being established by the audit or otherwise that the Gross Receipt's statement delivered by the Licensee to the Licensor is inaccurate the Licensor will make any necessary adjustment and either party will pay to the other upon demand such sums as may be found to be due from the former party to the latter.
- 5.5 **Licensee to keep records:** The Licensee will keep and maintain at all times during the Term full and accurate books of account and records from which the Gross Receipts in respect of each Year can be ascertained and determined. The Licensor may at any reasonable time inspect and/or audit all the Licensee's books of accounts, statements, documents, records, returns, papers and files relating to Gross Receipts, and will make them available for inspection or audit.
- 5.6 **Charitable Donation:** In addition to the Licence Fee, the Licensee shall pay on the Commencement Date and on each anniversary of the Commencement Date the Charitable Donation to the Branches Charitable Trust by direct credit or in such other manner as directed by the Branches Charitable Trust. The Licensee will procure the Branches Charitable Trust to promptly provide requested documentation to the Licensee for accounting and tax purposes at the time of each such payment.

- 5.7 **Interest:** If any Licence Fee or other monies payable by the Licensee remain unpaid for seven (7) days after their due date then the Licensee shall pay to the Licensor interest on those monies at the rate of 12% per annum calculated from the due date to the date of payment.
- 5.8 **Goods and Services Tax:** The Licensee shall, at the time it falls due for payment, pay to the Licensor, or as the Licensor shall direct, all Goods and Services Tax payable on the Licence Fee and any other amounts payable under this Licence.

6. Review of Licence Fee

- 6.1 **Base Licence Fee Review:** On each Base Licence Fee Review Date, the Base Licence Fee shall be reviewed in accordance with the formula $A = B \times (C/D)$, provided that the Base Licence Fee following such review shall never be less than the Base Licence Fee payable immediately prior to the Base Licence Fee Review Date.
- 6.2 **Definitions:** For the purposes of clause 6.1:
- 6.2.1 "A" means the Base Licence Fee payable from the relevant Base Licence Fee Review Date;
- 6.2.2 "B" means the Base Licence Fee payable immediately prior to the relevant Base Licence Fee Review Date;
- 6.2.3 "C" means the CPI for the quarter year ending immediately before the relevant Base Licence Fee Review Date;
- 6.2.4 "D" means the CPI for the quarter year ending immediately before the last Base Licence Fee Review Date or if there has not been a review, the Commencement Date; and
- 6.2.5 "CPI" means the Consumers Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) and if that index ceases to be published an appropriate index which reflects the cost of living in New Zealand.
- 6.3 **Turnover Licence Fee Review:** On each Turnover Licence Fee Review Date the Licensor may elect to review the Turnover Licence Fee to market on written notice to the Licensee.

7. Use of the Bridge

- 7.1 **Use to which Bridge may be put by Licensee:** The Licensee shall only use the Bridge for the Permitted Use.
- 7.2 **Filming from Bridge:** The Licensee shall, in addition to the general obligations set out in this Licence, but subject to the provisions of this Licence, comply with the special provisions in Schedule 2 when undertaking any filming from the Bridge. The Licensee shall procure any person it permits to carry out filming from the Bridge to similarly comply. For the avoidance of doubt, the Licensee's filming and video recording system of bungy jumps at the Bridge is a consented activity and is not subject to the provisions of Schedule 2.
- 7.3 **No Warranty by Licensor as to Suitability of the Bridge:** The Licensor warrants that the Bridge is suitable as at the Commencement Date for use by the general public as a vehicular bridge.
- 7.4 **Condition of Bridge:** The Licensee acknowledges and accepts that the Bridge as at the Commencement Date is fit for carrying out the Permitted Use. In the event that Licensor is unable to maintain the Bridge to that standard (for whatever reason) so that the Licensee can

no longer acknowledge that the Bridge is fit for the Permitted Use (in the Licensee's absolute discretion), then either:

- a) the Licensee shall be entitled to terminate this Licence on written notice to the Licensor, and the Licensor agrees not to offer any third party a Licence for the Permitted Use from the date of termination to the expiry of the Term, but will re-offer the Licensee a new Licence for the Permitted Use should the Bridge be brought up to a standard whereby the Licensee can again acknowledge that the Bridge is fit for the Permitted Use between the date of termination and the expiry of the Term; or
- b) The Licence Fee shall abate until such time as the Bridge can be used by the general public as a vehicular bridge and the Licensee for the Permitted Use.

The Licensee acknowledges that the Licensor shall be under no obligation to maintain or restore the Bridge to a standard fit for the Permitted Use and that no compensation shall be payable to the Licensee in the event that the Bridge is unable to be maintained to that standard.

7.5 **Structural Report:** On the Commencement Date and each anniversary of the Commencement Date, the Licensee shall provide the Licensor with a structural report prepared by a suitably qualified engineer confirming that all improvements constructed on the Bridge by the Licensee are safe (including but not limited to the gantry) and that there are no adverse effects on the Bridge because of the presence of any improvements constructed on the Bridge (including but not limited to the gantry) or the use of those improvements.

7.6 **Use of Bridge:** The Licensee shall have exclusivity to carry out the Permitted Use from the Bridge and shall have the non-exclusive right to occupy the Bridge subject to the continued use of the Bridge by the general public. The Licensee shall in conducting the Permitted Use from the Bridge:

- 7.6.1 not permit any act which shall annoy or disturb or in any way interfere with the quiet enjoyment by the Licensor, the general public, or other lawful users of the Bridge and shall ensure that the general public have unimpeded vehicle and pedestrian access across the Bridge at all times (within reasonable safety limits);
- 7.6.2 ensure that all rubbish or other waste generated from its use of the Bridge is immediately removed from the Bridge and shall provide sufficient rubbish bins adjoining the Bridge and empty such bins at the end of each day;
- 7.6.3 not pile or store any material or equipment on the Bridge;
- 7.6.4 not permit any music to be played or loudspeaker to be operated from the Bridge which exceed noise limits at law (currently 50dB) without a resource consent which allows a greater noise level;
- 7.6.5 not display any billboards, hoarding, signage, advertising, or marketing on the Bridge without the prior written consent of the Licensor which shall not be unreasonably withheld having due regard to the Permitted Use and the Licensor's signage bylaws;
- 7.6.6 not sell any merchandise, food, drink, or other goods from the Bridge other than in accordance with the Permitted Use and provided such sales do not interfere with the general public's use of the Bridge;
- 7.6.7 not permit any smoking or any other activity on the Bridge which may constitute a fire risk;
- 7.6.8 not make alterations, additions, or improvements to the Bridge without the Licensor's prior written approval;

- 7.6.9 immediately give notice to the Licensor of any events or activities on the Bridge which may endanger the public or the environment; and
- 7.6.10 comply with the provisions of all statutes, regulations, ordinances and bylaws affecting the Bridge and requirements of all requisitions and notices given by any authority of competent jurisdiction (including any New Zealand Safety Standards or any requirements set by the Queenstown Lakes District Council in relation to conducting bungy jumps).
- 7.7 **Employees:** The Licensee must ensure that the Permitted Use is conducted at all times by a persons suitably trained and qualified to carry out the Permitted Use and the Licensee shall provide the Licensor with evidence of the competency and qualification of employees if so requested.
- 7.8 **Toilet facilities:** The Licensee shall ensure that adequate toilet facilities are located adjacent to the Bridge for the use of the public.
- 7.9 **Signage:** At the request of the Licensor the Licensee shall erect signage at both ends of the Bridge informing the public that they have free access to the Bridge and the location of suitable car parking spaces, such signage to be of a design and in a location approved by the Licensor in accordance with its signage bylaws.
- 7.10 **Security:** The Licensee shall be solely responsible for securing and keeping safe its improvements and equipment and shall at all times secure the bungy jumping platform to prevent access by the public when not in use or not supervised by the Licensee's employees.
- 7.11 **Maintenance:** The Licensee shall maintain all improvements erected by it on the Bridge in good order and repair to the satisfaction of the Licensor and in accordance with the Licensee's Health and Safety Plan.
- 7.12 **Licensor to carry out works:** In the event that the Licensee does not comply with any of its obligations under this Licence then the Licensor may do any work necessary to remedy the breach and charge the Licensee the reasonable cost of carrying out the work.
- 7.13 **Directions from Licensor:** The Licensee shall comply with all reasonable directions of the Licensor in carrying out the Permitted Use on the Bridge and shall adhere to all conditions relating to use of the Bridge imposed by the Council from time to time.
- 7.14 **Licence for carrying out Permitted Use from the Bridge only:** The Licensee acknowledges that this Licence is a licence for the carrying out of the exclusive Permitted Use from the Bridge only and does not grant the Licensee any legal interest in the Bridge.
- 7.15 **Nuisance:** The Licensee shall not permit to be done on the Bridge anything which in the reasonable opinion of the Licensor may become a nuisance, disturbance or obstruction to the enjoyment of the Bridge by the Licensor or any other users.
- 7.16 **Resource Consent:** The Licensee shall comply with the terms of any resource consent applicable to the use of the Bridge
- 7.17 **Non-objection:** The Licensee agrees that it:
- 7.17.1 will not and will not procure any third party to object to any activity of the Licensor (or any lessee or licensee of the Licensor) on the Bridge, or any land adjoining the Bridge;
- 7.17.2 will not oppose or frustrate, or encourage any third party to oppose or frustrate, any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Bridge, or any land adjoining the Bridge;

7.17.3 will sign any required support and/or affected party approval for any application by the Licensor for any resource consent, notice of requirement for designation, or building consent in respect of the Bridge, or any land adjoining the Bridge,

provided that the Licensee shall not be required to provide its consent and may object to an activity that is in direct competition with the Permitted Use.

7.18 **Persons under control of the Licensee:** The Licensee shall ensure that all of its employees, clients, invitees, or any other persons under the control of the Licensee comply with the provisions in this section 7.

7.19 **Cost:** For the avoidance of doubt, the Licensee shall comply with all of its obligations under this section 7 at its sole cost.

8. Licensor's right to restrict use of Bridge

8.1 **Notice from the Licensee:** The Licensee will immediately notify the Licensor of any defects in the Bridge which would make the Bridge unsafe for the Permitted Use. In accordance with the Licensee's health and safety plan the Licensee would immediately cease the Permitted Use on notification of such defects.

8.2 **Restrictions on use:** The Licensor absolutely reserves the right to restrict the Licensee's access to Bridge due to the unsafe condition of the Bridge upon notice to and prior consultation with the Licensee. The Licensor shall not be liable to the Licensee for any loss sustained by reason of this restriction including loss of profits. The Licence Fee shall not be payable during any period in which the Licensee is restricted from accessing the Bridge.

9. Health and Safety

9.1 **Health & Safety requirements:** The Licensee must exercise any rights granted by this Licence in a healthy, safe and reliable manner and must comply with all aspects of the Health and Safety in Employment Act 1992 (**HSEA**) and subsequently the Health and Safety at Work Act 2015 (**HSWA**) from 4 April 2016, any Regulations, Codes of Practice, Guidelines, Factsheets and any amendments to the legislation.

9.2 **Licensee to Provide Plan:** The Licensee must, prior to the Commencement Date provide the Licensor, for its approval, a Health and Safety Plan for its proposed use of its workplace (**Plan**). The Licensee shall fully implement and comply with the Plan throughout the Term and when requested shall provide the Licensor with evidence of such compliance to the Licensor's reasonable satisfaction.

9.3 **Eliminate or minimise risks/hazards:** The Licensee shall:

9.3.1 Notify the Licensor of any situation, occurrence, activity or event at the workplace, which may endanger the health and safety of occupants, workers or the public;

9.3.2 Take all reasonably practicable steps to eliminate, or if not possible, minimise any risks/hazards, and to manage risks/hazards and protect the health and safety of all persons present at the workplace; and

9.3.3 Record and report to the Licensor all notifiable events occurring on, or resulting from, the workplace, as soon as reasonably practicable and forward an investigation report with subsequent corrective actions identified.

9.4 **Health and Safety (Adventure Activities) Regulations:** The Licensee shall prior to the Commencement Date, provide confirmation to the Licensor as to whether or not its use of the workplace requires registration under the Health and Safety (Adventure Activities)

Regulations 2011. If such registration is required, the Licensee must obtain this prior to commencing any activities at the workplace.

10. Rights Reserved by Licensor

10.1 Entry by Licensor to Bridge:

10.1.1 The Licensor may enter upon the Bridge with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- (a) to view the state of repair of the Bridge and to ascertain whether or not there has been any breach of the covenants in this Licence;
- (b) to execute any work required to remedy a defect which is the Licensee's duty to remedy if the Licensee has not, within ten (10) days of the date of receipt of written notice from the Licensor requiring remedial action, taken that action, and without prejudice to other remedies, the Licensor may recover the costs of the remedial action from the Licensee on demand;
- (c) for the purpose of complying with the terms of any statute affecting the Bridge or any notice served on the Licensor or Licensee by any competent authority for which the Licensee is not responsible under this Licence.

10.1.2 In exercising such rights the Licensor shall use best endeavours to minimise disturbance to the Licensee's activities on the Bridge.

10.2 **Use in common:** The Licensee acknowledges that notwithstanding the Licensee's exclusivity in respect of conducting the Permitted Use from the Bridge, the Licensee's occupation rights under this Licence are not exclusive and the Licensor and members of the public shall be permitted to enjoy and use the Bridge (whether by foot or in a vehicle) in common with the Licensee. The Licensee shall however prevent members of the public from entering the bungy jumping platform and shall ensure that members of the public cannot use the bungy jumping platform at times when the Licensee's employees are not on the Bridge.

11. Damage/Destruction

11.1 **Damage/destruction:** If the Bridge is destroyed or damaged so that the Bridge become unfit for occupation by the Licensee then the Licensor shall not be obliged to reinstate the Bridge and may instead terminate this Licence from the date of such destruction or damage.

12. Indemnity

12.1 **Licensee to Occupy Bridge at Licensee's Risk:** The Licensee agrees to occupy and use the Bridge at the Licensee's risk and releases to the full extent permitted by law the Licensor and the Licensor'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 Bridge (excluding liability caused or contributed to by a breach of this Licence or a duty at law by the Licensor)).

12.2 **Indemnity by Licensee:** The Licensee shall keep the Licensor indemnified against all claims, actions, losses, and expenses of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of:

- 12.2.1 the neglect or careless use or misuse by the Licensee or persons under the control of the Licensee of the Bridge;

12.2.2 any accident or damage to property or any person arising from any occurrence in or near the Bridge wholly or in part by reason of any act or omission by the Licensee or persons under the control of the Licensee; and

12.2.3 anything otherwise arising from the use of the Bridge by the Licensee.

13. Insurance

13.1 **Public Liability:** The Licensee, at the Licensee's expense, shall effect and keep current in respect of the Bridge, and the Licensee's use of the Bridge, a policy of public risk insurance for an amount not less than \$2 million dollars or such other amount from time to time reasonably required by the Licensor, for any one event with a substantial reputable insurance company first approved in writing by the Licensor (such approval not to be unreasonably or arbitrarily withheld).

14. Reinstatement

14.1 **Yielding Up Bridge:** On or prior to the Expiration Date, the Licensee shall yield up the Bridge and any improvements on the Bridge in the same good order and repair as at the Commencement Date, and in accordance with its obligations under section 7 above. Any damage caused to surfaces or property owned by the Licensor shall be repaired to the condition it was in at the Commencement Date by the Licensor (or its contractors) and all costs associated with the repair shall be borne by the Licensee. A photographic record of the condition of the Bridge may be supplied to Licensor prior to the Commencement Date to identify any pre-existing damage. If a photographic record of the condition of the Bridge is not submitted prior to the Commencement Date the determination of damage caused will be by the Licensor acting reasonably.

14.2 **Removal of Property by Licensee on Termination:** The Licensee shall if required by the Licensor:

14.2.1 on the Expiration Date remove any property of the Licensee from the Bridge (including property installed by the Licensee prior to the Commencement Date pursuant to the Licensee's historic occupation of the Bridge); and

14.2.2 restore and make good damage to the Bridge caused by such removal or otherwise caused by the Licensee.

14.3 **Failure to remove:** If the Licensee fails to complete any removal and making good when required under subclause 14.2 the Licensor may either:

14.3.1 do so, and the Licensee shall on demand pay all costs and expenses incurred by the Licensor in so doing; or

14.3.2 elect not to effect such removal and give written notice to the Licensee that unless the Licensee effects removal within fourteen (14) days of the date on which the notice is given, any property of the Licensee not removed shall be forfeited to the Licensor without compensation. If the Licensee fails to comply with the notice the property of the Licensee shall become the property of the Licensor accordingly.

15. Assignment/Subletting

The Licensee shall not assign, sublease, mortgage, charge, or otherwise dispose (whether in whole or part) of any of its interest in the Bridge without the prior written consent of the Licensor (which may be withheld in its absolute discretion or given subject to such conditions as the Licensor sees fit). A change in the majority shareholder of the Licensee shall be deemed to be an assignment.

16. Default by Licensee

16.1 **Default:** If at any time:

- 16.1.1 any payment due by the Licensee to the Licensor under this Licence is in arrears and unpaid for ten (10) days after the due payment date (whether it has been demanded or not);
- 16.1.2 the Licensor gives written notice to the Licensee specifying any breach (other than a breach of the type referred to in clause 6.1.1 above) of this Licence which breach remains unremedied seven (7) days after giving the notice;
- 16.1.3 the Licensee goes into liquidation, is wound up or dissolved, enters into a scheme of arrangement with any of its creditors, goes into voluntary administration or a statutory manager is appointed, or has a receiver appointed;

then it shall be lawful for the Licensor (or any person duly authorised by the Licensor) to re-enter upon the Bridge in accordance with the Property Law Act 2007 and determine this Licence without releasing the Licensee from any liability in respect of the breach or non-observance of any terms, covenants and conditions of this Licence and without prejudice to any action or other remedy which the Licensor has for arrears of monies due or breach of covenant or for damage as a result of any such event.

17. Dispute Resolution

17.1 **Informal methods:** If any party has a dispute with any other party in connection to this Licence:

- 17.1.1 That party will promptly give full written particulars of the dispute to the other; and
- 17.1.2 The parties' will promptly meet together and in good faith try to resolve the dispute.

17.2 **Arbitration:** If the dispute is not resolved within 10 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to a single arbitrator chosen by the parties or if they cannot agree, by the President of the New Zealand District Law Society.

17.3 **Urgent relief:** This clause shall not apply to any application to the Court by either party for urgent interlocutory relief.

18. Licensee to Pay Licensor's Costs

18.1 **Costs:** The Licensee shall pay:

- 18.1.1 The reasonable costs of and incidental to the preparation, negotiation, and execution of this Licence;
- 18.1.2 all reasonable costs, charges and expenses for which the Licensor shall become liable in consequence of, or in connection with, any breach or default by the Licensee in the performance of any of the covenants in this Licence; and
- 18.1.3 all reasonable costs, charges and expenses (including actual legal costs as between solicitor and client) that may be incurred by the Licensor in enforcing or attempting to enforce any of the Licensee's covenants, or any of the Licensor's rights, under or arising out of this Licence.

19. Notices

19.1 **Notices:** All notices or other communications given under this Licence shall be by personal delivery, by posting by registered or ordinary mail, or by email.

19.2 **Delivery:** Any notice, consent, information, application or request is to be treated as given or made at the following time:

19.2.1 if it is delivered, when it is left at that party's address (as notified from time to time);

19.2.2 if it is sent by post, three days after it is posted; or

19.2.3 in the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing (excluding emails generated automatically).

19.3 **Licensor authority:** In the case of any notice or document required to be served or given by the Licensor the same may be signed on behalf of the Licensor by any authorised officer of the Licensor or by the Licensor's solicitors.

EXECUTED as a Licence

SIGNED for and on behalf of)
QUEENSTOWN LAKES DISTRICT COUNCIL)
as LICENSOR by its General Manager –)
Property and Infrastructure under delegated authority)
in the presence of:)



SIGNED by QUEENSTOWN BUNGY
LIMITED as LICENSEE
in the presence of:

)
)
)

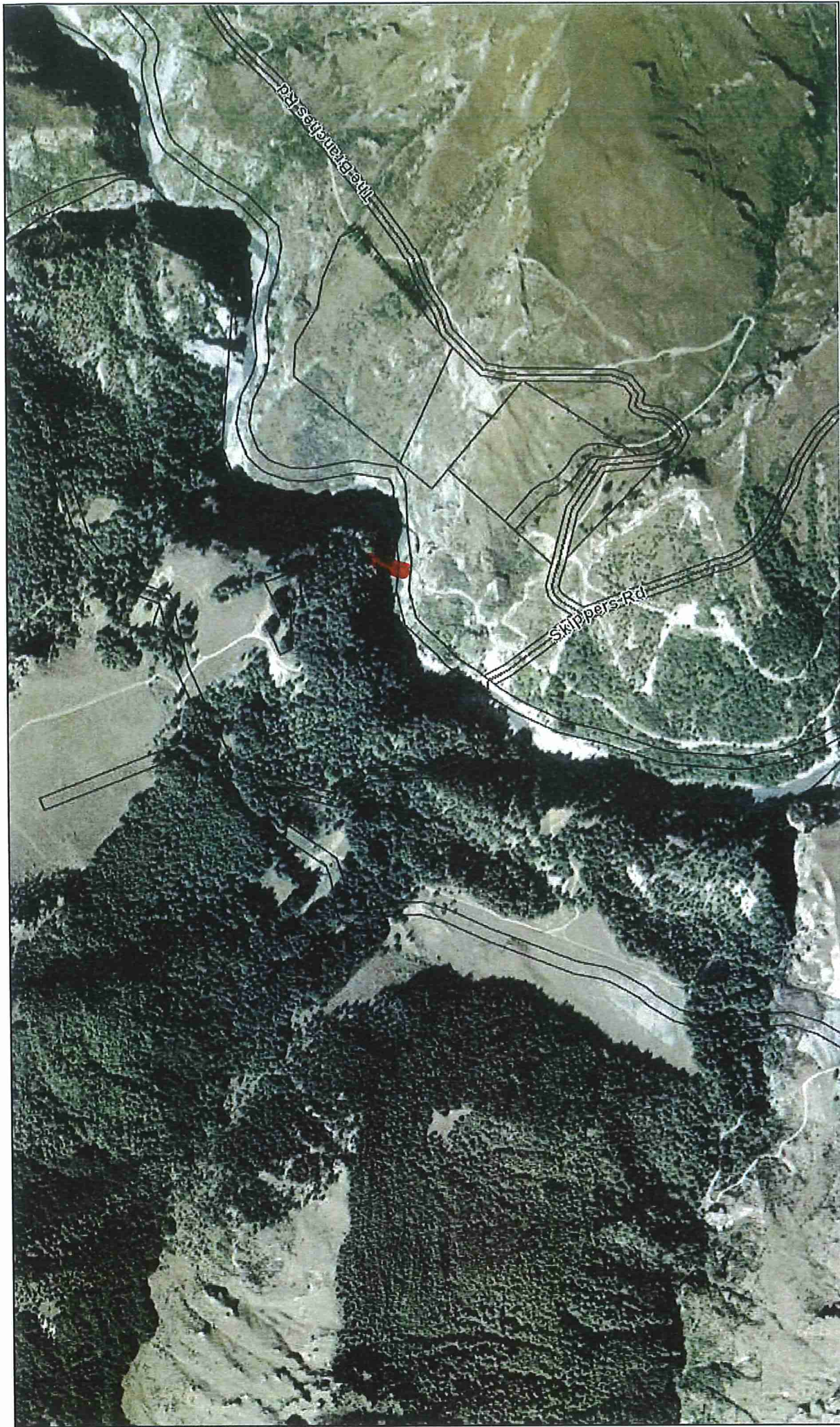


DAVID MITCHELL, CEO

30 AUGUST 2016



Schedule 1- Plan of Bridge



The map is an approximate presentation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Queenstown Lakes District Council, their employees, agents and contractors will not be liable for any costs, damages or losses suffered as a result of the data or plan, and no warranty of any kind is given as to the accuracy or completeness of the information represented by the GIS data. While reasonable use is permitted and encouraged, all data is copyright reserved by Queenstown Lakes District Council. Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED



Schedule 2 – Special filming provisions

1. **Application:** The following provisions will apply to any entity undertaking filming on the Bridge (**Applicant**).
2. **Location:** Filming will be restricted to the Bridge and no other land.
3. **Water based filming:** Water based filming shall not be permitted unless specifically stated and also approved by Licensee and the Harbourmaster.
4. **Drones:** The use of drones shall not be permitted unless approved by the Licensor and in compliance with Civil Aviation Authority rules (and the Applicant provides evidence of the same to the Licensor's Property Manager).
5. **Property Manager:** A representative of the Applicant shall discuss the use of the Bridge with the Licensor's Property Manager before entering the Bridge. The Licensor's Property Manager may request a site visit.
6. **Barriers:** Where the Licensor's Property Manager deems it necessary, the Applicant shall provide all barriers, fencing, and the like (which shall be free-standing) necessary for cordoning off the Bridge.
7. **Nuisance:** The Applicant shall not create any nuisance from its activities at the Bridge and shall immediately cease any activity which could be considered a nuisance (in the opinion of the Licensor) upon request by the Licensor's Property Manager. The Applicant shall not bring the reputation of the Licensor into question as a result of its activities at the Bridge.
8. **Noise:** The Applicant shall comply with the decibel levels set out in the Queenstown Lakes District Council District Plan. If noise complaints are received then noise levels shall be reduced.
9. **Directions:** The Applicant shall comply with all reasonable instructions given by the Licensor or the Licensor's Property Manager at any time.
10. **Services:** The Applicant shall be responsible for the identification of any underground/above ground services which may be affected by its activities and the obtaining of any relevant service authority's permission to operate below/above.
11. **Rubbish:** The Applicant shall collect and dispose of all rubbish and litter resulting from the use of the Bridge. If the Applicant fails to collect and dispose of all rubbish and litter in a timely manner then the Licensor shall be entitled to have the rubbish and litter removed and the cost of removal is to be borne by the Applicant.
12. **Damage:** Any damage to the Bridge, vegetation, structures, or other property or any loss incurred by any person whatsoever resulting from the Applicant's use of the Bridge, as determined by the Licensor's Property Manager, is the responsibility of the Applicant and the Applicant is liable to pay all amounts as a result of such damage or loss to the Licensor (or as the Licensor's Property Manager directs) and to do any other thing necessary to make good such damage or loss.
13. **Repairs:** The Applicant shall be responsible for completing all physical repairs required by the Licensor within five days of being advised of those repairs by the Licensor's Property Manager. The cost of all repairs shall be paid for by the Applicant.
14. **Failure to repair:** If, after five days of being advised of the repairs, the damage is not repaired to the satisfaction of the Licensor's Property Manager and the Applicant gives no acceptable reason for the delay in effecting the repairs, the Licensor's Property Manager will

arrange for the repairs to be carried out at the expense of the Applicant and the Applicant shall pay to the Licensor's costs incurred on demand.

15. **Repair of roads:** Any repairs in the formed road carriageway shall be undertaken by Licensor's contractors and any costs are to be an expense of the Applicant (Clause 14 above shall apply to such repairs).
16. **Insurance:** The Applicant shall, prior to accessing the Bridge, obtain public liability (inclusive of exemplary and pecuniary damages) insurance, with a reputable insurance company for a minimum sum of \$1,000,000.00 for any one accident whereby the Licensor shall be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensatory sums of money, costs, charges and expenses for which the Licensor shall or may be liable.
17. **Indemnity:** The Applicant shall keep the Licensor indemnified against all claims, actions, losses, and expenses of any nature which the Licensor may suffer or incur or for which the Licensor may become liable in respect of:
 - (a) the negligent or careless use or misuse by the Applicant or persons under the control of the Applicant of the Bridge;
 - (b) any accident or damage to property or any person arising from any occurrence in or near the Bridge wholly or in part by reason of any act or omission by the Applicant or persons under the control of the Applicant ; and
 - (c) anything otherwise arising directly or indirectly from the use of the Bridge by the Applicant.
18. **Risk:** The Licensor shall have no liability whatsoever for the actions of the Applicant and the Applicant acknowledges that the Applicant occupies the Bridge at its own risk in all things.
19. **Roads:** Roadway filming is not permitted unless specifically stated and also approved by the Licensor's roading engineers. Filming in Queenstown Lakes District Council carparks or the closure of legal roads is also prohibited. For any filming carried out on legal formed roads in the Queenstown Lakes District, the Applicant must arrange for an agent approved by the Licensor to undertake temporary traffic control and to have a traffic management plan approved in writing by the Licensor's engineering department prior to the commencement of filming. The Applicant is responsible for providing suitably qualified and identifiable marshals for traffic control to the satisfaction of the Licensor.
20. **Health and Safety:** The Applicant shall ensure that all persons present at the Bridge comply with The Code of Practice for Safety and Health in the NZ Film and Video Production Industry and the Code of Practice for the Engagement of Crew as outlined in the Blue Book, and The Health and Safety in Employment Act 1992 (**HSEA**) or any legislation passed in substitution of that Act. If requested by the Licensor's Property Manager, the Applicant must submit a Health and Safety Plan (audited by a person accredited by the Ministry of Business Innovation and Employment) to the Licensor prior to entering the Bridge and shall ensure compliance with this plan. The Licensor considers the Applicant to be in control of the Bridge and the Applicant shall take all practical steps to prevent any harm occurring. The Applicant is responsible for the safety of all users of the Bridge. An audit may be carried out by the Licensor at any time to ensure compliance with the HSEA.
21. **Hazards:** Hazards may be present at the Bridge or may arise as a result of the Applicant's activities at the Bridge. The Applicant shall, prior to entering the Bridge, identify and notify the Licensor's Property Manager of all hazards identified and the procedures to be put in place by the Applicant to prevent/isolate such hazards. Where accidents, incidents or near misses occur at the Bridge the Applicant will immediately notify the Licensor's Property Manager and advise the procedures that are being put in place to prevent further similar events.

22. **Public:** The Applicant shall not cause any undue inconvenience to traffic or pedestrian flows in or around the Bridge and pedestrians must never be forced to step onto a roadway without adequate protection from vehicles. Building and driveway access and egress must be kept clear at all times.
23. **Consultation:** The Applicant shall inform residents and businesses affected by the Applicant's use of the Bridge at least 48 hours prior to the activity. Such information shall include a flyer delivered to each house or business in the affected area including the following:
- (a) description of the activities to be carried out at the Bridge;
 - (b) duration of the activity (including pack in pack out); and
 - (c) name of the Applicant and contact details.

A draft flyer shall be provided to the Licensor's Property Manager for the approval of the Licensor prior to distribution.

24. **Suspension:** If the Licensor is not satisfied that the Applicant is complying with its obligations then it may temporarily suspend the Applicant's use of the Bridge for such period of time until the Licensor decides that the Applicant is complying with its obligations. The Applicant shall cease all activities at the Bridge during any period of suspension.
25. **Compliance:** The Applicant shall, prior to entering the Bridge, obtain all necessary consents (including resource consents), licences and other permits necessary to allow it to carry out filming from the Bridge. In the event that the Applicant fails to hold such valid consent, licence or permit, then the Applicant's use of the Bridge shall be suspended until such time as the Applicant holds such valid consent, licence or permit, and the Applicant will vacate the Bridge during such suspension.
26. **Restricted access:** If due to any fire, storm, earthquake, emergency or disaster, whether man-made or not, or for any other reason the Bridge is not available, the Licensor has no liability to the Applicant for disruption.
27. **Regulatory function:** Nothing in this schedule shall be read as limiting or otherwise affecting the proper and valid undertaking or exercise of any regulatory or statutory power or function by the Queenstown Lakes District Council or any part of its operations.

**Certificate of Registration of
an Amusement Device**

AMUSEMENT DEVICES REGULATIONS 1978

THIS IS TO CERTIFY that an amusement device known as Skippers Bungy Jump *
and owned by Queenstown Bungy Ltd. t/a 'A J Hackett Bungy Queenstown'
of 209 Glenda Drive, Frankton Industrial, QUEENSTOWN has this day been
registered by me and allotted No 1243

The erection and operation of this device is subject to the following special conditions specified by the engineer who has examined the device

Reg No 1243

Page 1 of 8

** This Certificate is for a battery powered recovery winch Bungy Jumping Operation, which is temporarily set up for commercial operation at the historic Skippers Bridge, Queenstown. This consists of a purpose built launch facility adapted to the historic suspension bridge, from which a 72m bungy jump is performed. On completion of the bungy jump activity (i.e. the rebounding bungy cord process has concluded), participants may be hoisted back to the platform using a karabiner and climbing rope lowered down the bungy cord and raised back up to the jump deck using a battery operated Ascender Unit, or, alternatively lowered to a boat in the river which is moved into position below the jump zone. Access to the launch platform is restricted but there is public access to the bridge and the adjacent viewing facility. This registration is site specific and is only applicable to the approved installation, equipment and operational procedures, as inspected, tested and certified by the Examining Engineer, Mr Bryce D Coulter, situated at the historic Skippers suspension bridge, Queenstown. Device is Class 5 in accordance with Table 2.1 of AS 3533.1 - 2009. Refer to photographs on pages 7 and 8 of this Certificate.*




contd..../2

Unless sooner revoked this Certificate expires on the 25th day of October 2020
Dated this 4th day of February 2019

B. D. Coulter
Inspector of Machinery

THE FOLLOWING CONDITIONS ARE SPECIFIED BY THE EXAMINING ENGINEER

1. that the maximum safe operating speed of the Ascender Unit winch does not exceed 22m/min;
2. that the maximum safe working load of the winch does not exceed a total of 200kg, being up to 2 participants;
3. that the winch shall be tested at 250kg loading annually or at lesser intervals if its braking indicates less than satisfactory operation and checked for : -
 - [a] Brake slippage,
 - [b] Rope slippage on capstan;
4. that the winch is always operated as per the instruction manual : "ActSafe ACC II Ascender";
5. that the rope, pulleys, shackles and karabiner are to be rated at not less than the values stated in AS/NZS 5848 : 2000;
6. that the Winch Operator shall have an unobstructed view of the operation at all times and shall be in the immediate vicinity of the operating controls during operation. No other person shall be permitted to interfere with the controls during operation;
7. that the "BUNGY JUMPING" operations shall cease in the event of : -
 - [a] Wind conditions that create a potential danger to patrons, or;
 - [b] Inadequate light in the fit up, launch or jump zone that could compromise safety, or;
 - [c] Adverse weather conditions that could in anyway compromise the safety of operation;
8. that all personnel be vigilant of near misses being: "any accident or incident occurs that might, in different circumstances, have caused a person to be seriously harmed". All near misses shall be recorded, analysed for its cause, its root cause and noted any action that may be required to prevent such reoccurrence;
9. that this Certificate is issued subject to the condition that the jump platform must meet with Local Authority approval for its design and installation;
10. that the entire bungee jump operation shall comply with all Local Authority requirements and relevant by-laws, particularly in relation to spectator fence/barrier provisions;
11. that this Certificate of only pertains to the 'Skippers Bridge' operation and associated bungee equipment that has been temporarily set up for operation at the historic Skippers Bridge, Queenstown;
12. that apart from normal routine servicing and adjustments, there must not be any modifications or unusual adjustments carried out to the existing design, set-up or equipment, without the approval and authorisation of the Examining Engineer (Mr Bryce D Coulter);
13. that this Certificate is issued subject to and conditional on, an independent accompanying onsite 'systems' audit being carried out by a lead auditor from a recognised certification body (i.e. Bureau Veritas, SAI Global Assurance Services). The audit process shall be carried out and completed on an annual basis;


Inspector of Machinery

Continued.../

THE FOLLOWING CONDITIONS ARE SPECIFIED BY THE EXAMINING ENGINEER – continued

14. that the entire "BUNGY JUMPING OPERATION" shall be conducted strictly in compliance with the requirements and specifications that are set out in detail and contained in any relevant documents and publications pertaining to this type of activity. This would include the following references : -
- [a] the Owner's on-site 010.06 Jump Operation Manual Revision B and Skippers Emergency Procedures Revision A and Maintenance Manual, and
 - [b] all of the provisions of the Australian/New Zealand Standard AS/NZS 5848:2000, entitled "CODE OF PRACTICE FOR BUNGY JUMPING", and
 - [c] the relevant sections and provisions of any other known Standards, Codes of Practice, Guideline publications, etc., that may be applied to this type of activity and which may have relevance, be it in an advisory and/or regulatory capacity;
 - [d] the relevant provisions of the Australian Standard AS 3533.1 - 2009 and AS 3533.2 - 2009, "AMUSEMENT RIDES AND DEVICES", and
 - [e] the relevant sections and provisions of WorkSafe NZ publications, Approved Code of Practice for Cranes, Code of Practice for Working Platforms;
15. that the Owner/Operator shall ensure that client safety and security is imperative at all times by carrying out regular checks to all of the equipment and apparatus used in connection with the "BUNGY JUMPING" activity;
16. that the Bungy Jump Master shall carry out regular checks to the participant areas to ensure that no damage, sharp objects, protrusions, etc., can cause any harm or injury to climbers. All parts of the "BUNGY JUMPING" operation with which a participant may come into contact with shall be smooth, free from sharp, rough, or **splintered edges** and corners, and with no protruding studs, bolts, screws, or other projections. Should any of this equipment become damaged during operation, then operation of the "BUNGY JUMPING" operation shall be discontinued until such time as satisfactory repairs have been completed;
17. that the Owner of the "BUNGY JUMPING" operation shall ensure that the entire "BUNGY JUMPING" operation shall be under the control of fully trained and competent staff who meet the qualification criteria requirements specified in AS/NZS 5848 : 2000, and who are thoroughly familiar with the prescribed conditions of operation specified on this Certificate and the Site Operations Manual, etc. This includes attendants and maintenance personnel who must also be thoroughly trained and familiarised with the safety requirements and procedures as per the operating and maintenance manual. All personnel must have relevant experience;
18. that prior to use each day, the "BUNGY JUMPING" operation and all associated equipment shall be fully test run and inspected in accordance with the Site Operations Manual to ensure that it is in safe working condition;
19. that all participants of the "BUNGYJUMPING" device shall be a minimum of 10 years of age and between the ages of 10 to 13 years shall be accompanied by their parent or legal guardian on site or shall have written parental consent. Proof of age shall be produced where the participant's age may be questionable. A prominent sign shall be conspicuously displayed to this effect;
20. that further to condition number [19], the minimum weight is 35kg;


Inspector of Machinery

Continued.../

THE FOLLOWING CONDITIONS ARE SPECIFIED BY THE EXAMINING ENGINEER - continued

21. that any persons impaired by alcohol or drugs shall not be permitted to participate;
22. that entry to and exit from the main loading zone shall be carried out from fixed control points;
23. that all participants shall have suitable apparel;
24. that further to the relevant itemised procedural requirements contained in any of the documents listed above (refer to condition number 14), the Bungy Jump Master shall provide an adequate level of supervision during preparation procedures. This would include checking prior to commencement that : -
 - [a] nobody other than the client (being the bungy jump participant) and the Bungy Jump Master shall be permitted to stand near the loading zone before the bungy jump is performed, and
 - [b] any participant who does not meet the minimum age criteria of 10 years (as per condition number 16 above), shall be strictly forbidden to attempt this activity, and
 - [c] each participant shall be thoroughly checked out to ensure that any long hair and loose or baggy clothing (e.g. scarves, hair ribbons, etc.) are either suitably confined, secured, contained, or removed, and
 - [d] any loose items or articles (e.g. handbags, jewellery, camera equipment, personal belongings, purses, wallets, loose coins, and the like, etc.) shall not be permitted with the jumper, and
 - [e] each bungy jump participant shall be carefully checked to ensure the bungy harness is correctly positioned, connected, adjusted and securely fastened in place, and
 - [f] any person found **NOT** to be of sufficient age/height/physical ability to be safely and properly contained by the harness/apparatus shall not be permitted to participate and that all participants are informed of these requirements, and
 - [g] **each** participant shall be fully and clearly instructed to remain in the correct position (as instructed) for the duration of the bungy jump activity;
25. that a conspicuous sign/pictograph shall be prominently displayed stating all of the conditions listed in condition number [24] above;
26. that the "BUNGY JUMPING" activity and all associated equipment used in connection therewith, that may have any dangerous moving components and parts, must be fitted with adequate and suitable safety guard/s that effectively fully encloses and encapsulates any or all moving components with the potential to be a risk or hazard, and with which participants may come into contact with. This shall include any moving parts of the drive motor (motive power), winch equipment, rope drums, etc.;
27. that all equipment and fittings associated with the "BUNGY JUMPING" operation shall be strictly maintained strictly in accordance with the manufacturer's design specifications and requirements, and any other stipulated recommendations and/or requirements;
28. that further to any fencing specifications that may be stipulated elsewhere, peripheral fence-barriers shall be maintained in place at all times to the satisfaction of Local Authority requirements and/or any applicable by-laws, to effectively prevent public access to the device activity;

THE FOLLOWING CONDITIONS ARE SPECIFIED BY THE EXAMINING ENGINEER

29. that the inspected approved "back-up" system shall be maintained, regularly tested and immediately operable in the event of the Ascender and any of the related equipment used in connection therewith either failing or breaking down. In the event of equipment failure (viz. loss of motive power, Ascender malfunction, etc.) where a participant could be left "suspended", the Operator shall implement the back-up system to ensure that a patron is recovered and remains suspended for no longer than 20 minutes in this event;
30. that the back-up equipment shall be checked and tested prior to each day's operation;
31. that programmed maintenance shall be carried out to prevent breakdown of any equipment;
32. the Owner shall fully comply at all times with Local Authority requirements in respect to noise levels and spectator control fence/barriers;
33. that the "BUNGY JUMPING" operation shall meet the approval requirements of any other Authority (i.e. Local and/or Regional) or Agency (i.e. NZ Fire Service, recognised Rescue Services, etc.) which may have relevance, be it in an advisory and/or regulatory capacity;
34. that if any accident or incident occurs that might, in different circumstances, have caused a person to be seriously harmed, the Owner shall formally advise WorkSafe NZ Southland Regional Office, Invercargill, and the Certifying Engineer (Mr Bryce D Coulter) with full details of the incident as soon as practical after the event;
35. that the winch rope is rotated end to end after 3500 jumps and replaced after 7000 jumps, or if showing signs of deterioration or at no longer than 12 month intervals;
36. that the system is to be constantly fail safe braked and must be powered in and out;
37. that the winch unit be always housed in a weather proof enclosure;
38. that the following requirement is specified in conjunction with WorkSafe NZ and the Human Rights Commission : -

MEDICAL CONDITION CLAUSE

The "BUNGY JUMPING" operation is not suitable to be used by persons with any form of health or medical condition that could be made worse by the risks and /or hazards associated with the "BUNGY JUMPING" activity. The accelerations, movements and motions associated with the "BUNGY JUMPING" operation may endanger the health or cause discomfort or a worsening of their condition for people with medical conditions such as : -

- high blood pressure
- heart condition
- head injury
- epilepsy
- pregnancy
- back injuries

Signage will be displayed, conspicuously and strategically, informing potential participants of the risks involved. The ride Operator/Supervisor will also verbally inform all participants of these risks.



Inspector of Machinery

Continued.../

THE FOLLOWING CONDITIONS ARE SPECIFIED BY THE EXAMINING ENGINEER

Condition Number 38 continued from page.../5

MEDICAL CONDITION CLAUSE – continued

The Operator/Supervisor will endeavour to ascertain that a participant does not have any form of medical condition (e.g. those listed above), which would endanger the health or cause discomfort or a worsening of a participant's medical condition during the operation of the "BUNGY JUMPING" activity.

The Operator/Supervisor must carefully consider these factors and shall determine such a decision based on "safety" grounds only;

MOBILITY IMPAIRMENT CLAUSE

Persons with mobility impairments are to be advised that there are some safety risks associated with the "BUNGY JUMPING" activity, should there be a malfunction, fire or other accident beyond the normal control of the Operator.

Signage will be displayed, conspicuously and strategically, informing potential participants of the risks involved.

Persons with mobility impairments may be permitted to use the device provided the following conditions are met : -

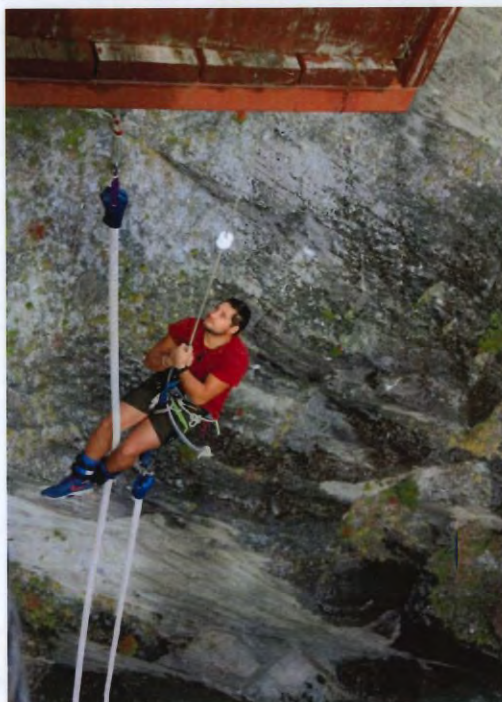
- [a] that the persons are accompanied by their own caregiver/s who are physically able to assist with any mobility concerns such as the ascent and descent of stairs, loading and unloading on/in to the "BUNGY JUMPING" operational area and any other tasks associated with this; and
 - [b] that the device Owner has an emergency and evacuation procedure plan in place that has been both demonstrated to and approved by the Local Fire Safety Officer of the NZ Fire Service; and
 - [c] that the device Owner has a staff/employee training programme in place with approved policies and procedures to deal with all matters pertaining to allowing persons who may be mobility impaired to ride the device;
39. that the this Certificate is subject to and conditional on all equipment, mechanical and structural, being maintained and inspected to applicable standards at all times;
40. that this Certificate shall expire on 25 October 2020, at which date the device shall require re-examination.



Inspector of Machinery

Continued.../

**PHOTOGRAPHS OF 'SKIPPERS BUNGY JUMP' AMUSEMENT
DEVICE REGISTRATION NUMBER 1243**



M.G. Flood
Inspector of Machinery

Continued.../

**PHOTOGRAPHS OF 'SKIPPER'S BUNGY JUMP' AMUSEMENT
DEVICE REGISTRATION NUMBER 1243**



M. H. [Signature]

Inspector of Machinery

BUREAU VERITAS
Certification



'S' Mark Licence

Awarded to

BUNGY NEW ZEALAND LTD
– AJ HACKETT BUNGY

SKIPPERS BRIDGE, QUEENSTOWN
NEW ZEALAND

Bureau Veritas grants the above organization the right to use the Product Certification 'S' Mark as shown below only in respect of the products described and detailed in the Schedule to this Licence and manufactured in accordance with the requirements of the Standard indicated below under an approved Quality Management System. The Licence is granted subject to the 'Bureau Veritas Conditions of Service' and the 'Rules governing the use of Product Certification Licences'.

STANDARD

NZS 5848:2000
Code of practice for bungee jumping
(with alternative cord testing method)

Licence No: 2508/1

Date Granted: 14 November 1994

Revalidated: 12 November 2019

Expiry Date: 14 November 2024

Signed on behalf of Bureau Veritas

Sam Guindi
Product Certification Manager



www.jas-anz.org/register

This Licence and its associated Schedule remain the property of Bureau Veritas and must be returned if certification is terminated. The constant compliance with the certification requirements is confirmed by regular surveillance measures from Bureau Veritas. In the case of serious non-compliance the certification will be withdrawn and deleted from the Register.

To check the validity of this certificate please contact: **Bureau Veritas Australia Pty Ltd**
Issuing office: Bureau Veritas Pty Ltd, 3/435 Williamstown Road, Port Melbourne, Victoria, 3207



BUREAU
VERITAS



SCHEDULE TO PRODUCT CERTIFICATION LICENCE NO: 2508/1

LICENCE DETAILS

Scheme: 'S' Mark Product Certification

Licensee: BUNGY NEW ZEALAND LTD
– AJ HACKETT BUNGY

Address: Skippers Bridge, Queenstown
New Zealand



CONFORMANCE REQUIREMENTS

Standard: NZS 5848:2000 Code of practice for bungee jumping
(with alternative cord testing method)

Quality System: Product Certification Quality System Requirements (QSR)

CERTIFIED MODEL OR TYPE

Class A3 – raised static over water and land. The jump space extends over water and land.

Appendix B – Plans of classification sites
(see following pages)

Revision Date: 12 November 2019

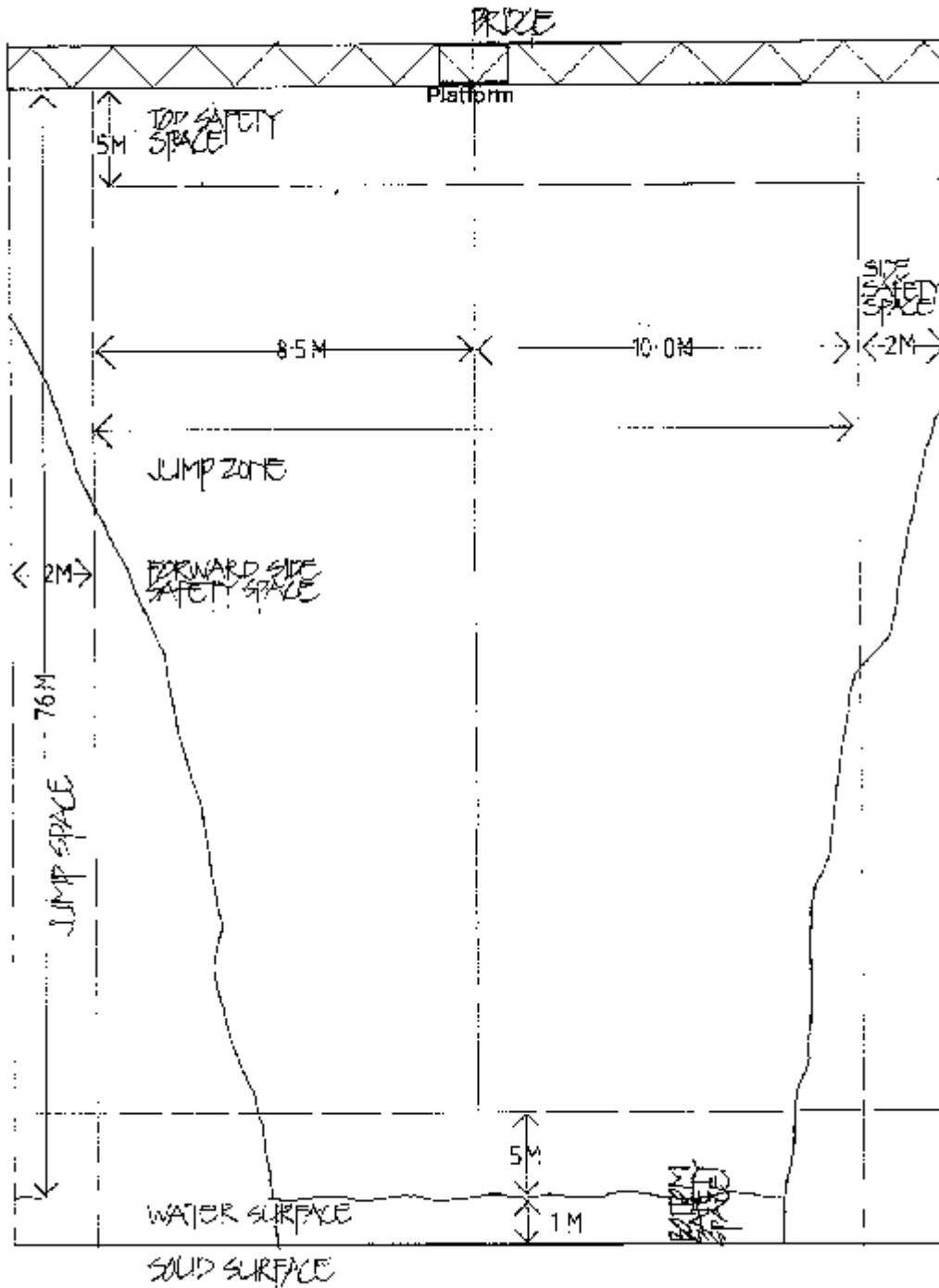




**BUREAU
VERITAS**

Skippers Bridge Section
(raised static over water - 76m)

Cross section
not to scale



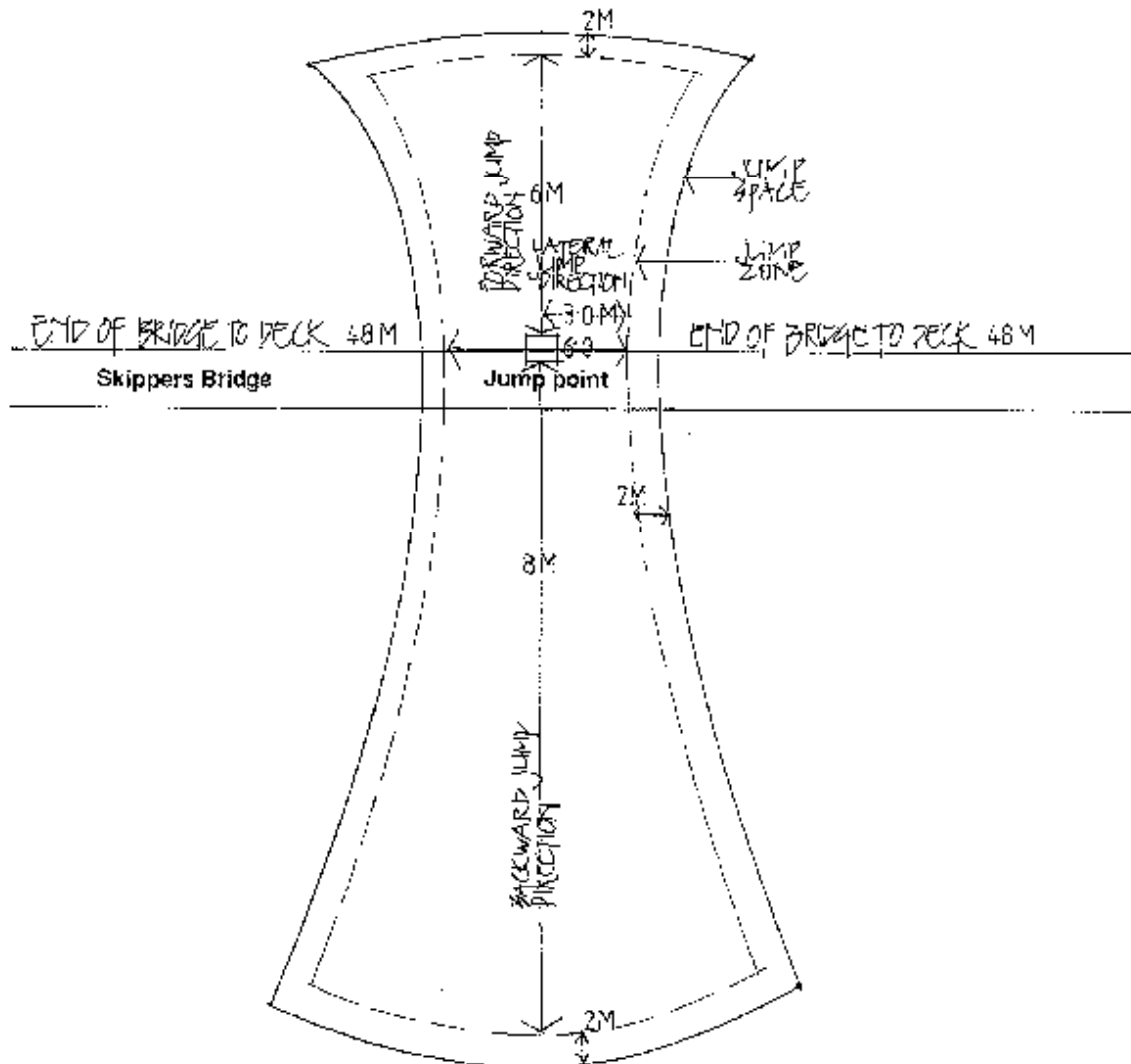


**BUREAU
VERITAS**

Skippers Bridge Section
(raised static over water - 76m)

Platform Plan

not to scale



28 January 2021

Department of Conservation
Kelvin Brown
Permissions Advisor
Dunedin Shared Service Centre

Dear Kelvin

Re: CONCESSION APPLICATIONS: 91166-OTH – REQUEST FOR SUPPORTING INFORMATION

1. Up to date photographs of the structures on conservation land along with GPS coordinates of each structure e.g. storage shed, toilet, photo deck, other structures, and
2. An aerial photo showing and identifying the structures in item 1 above.

In response to your letter dated 10 December 2020 ref: 91165-GUI; 91166-OTH please find attached the information you have requested below:

A – Storage Shed – GPS coordinates: S44° 50.631' E168°41.242'



B – Parking Area – GPS coordinates; S44°50.621' E168°41.259'



C – Toilet – GPS coordinates: S44°50.624' E168°41.227'



D – Photo and Video Deck – GPS coordinates: S44°50.637' E168°41.228'



Aerial photo identifying location of the structures.



There are 3 main structures on department of conservation land under the lease and license for operations at the Skippers Bridge site. The storage and lunch shed, a toilet and the photo and video deck, as well as a designated area for parking off the road leading up to the historic homestead and school house.

The photo and video deck, structure D, was removed recently for safety reasons, as it was being used by private bridge swingers to swing off the bridge and was requiring maintenance. A new structure in the same location is to be built.



17ZD Failure to Exercise Concession Document

We understand the need to exercise the concession and have the intention to enact these within the timeframes stipulated.

It is impossible to operate the site from the bridge alone because the bridge needs to remain clear for intermittent traffic. These areas stipulated in this concession are therefore essential for operational purposes.

With the Covid-19 restrictions and change in tourism market things have been less than ideal for utilising this site; however, we expect this will change as the market recovers.

Bungy NZ have continued to promote this site for exclusive events and film work that cannot be catered for at commercial sites. This is normally due to the need to have the site without any other visitors or for example Tourism New Zealand to highlight the natural landscape.

There has been very little uptake in recent years despite continued efforts to promote the site. This historic bridge is unique hence low commercial use may be considered desirable to protect this site appearance and nature. The condition of the bridge we understand is less than ideal hence low use is desirable to prevent further stress or strain in the aged and deteriorated structure.

The site has been used for locals weekend promotions and community fundraisers. An example is the Middendorf Trust to support family (daughter's education) of long serving Bungy Employee Tony Middendorf who passed away suddenly some years back.

Bungy NZ continue to have this site inspected and maintained on a regular basis. This enables us to keep the site current for Bungy Jumping under the amusement device regulations and AZ/NZS5848 Bungy Jumping Code including regular annual inspections from professional engineers at significant cost.

Bungy NZ is investing in new imagery and marketing collateral to promote the site for this limited high end use.

We have an ongoing QLDC lease to operate from the bridge and we need a land area to safely operate from so this concession satisfies that need.

Bungy NZ endeavour to use this site commercially when the market returns and manage this historic asset for generations to come via limited and managed use and require these operational areas.

We look forward to positive process and response

Sincerely



David Mitchell, MBA, BE.

Chief Executive Officer

M: +64 [REDACTED] | T: +64 3 441 0267

Bungy HQ, Queenstown, NZ

www.bungy.co.nz



27 May 2021

Department of Conservation
Kelvin Brown
Permissions Advisor
Dunedin Shared Service Centre

Dear Kelvin


Re: CONCESSION APPLICATIONS: 91166-OTH – REQUEST FOR SUPPORTING INFORMATION

1. Consult with QLDC on the state of the bridge and ensure the activity is capable to be carried out.
2. Confirm who own's the structures.
3. Updated list of land based activities to be included in the public notification.
4. QBL copy of last 2 years of financial accounts.
5. Supply labelled maps/photo's of entire proposal.

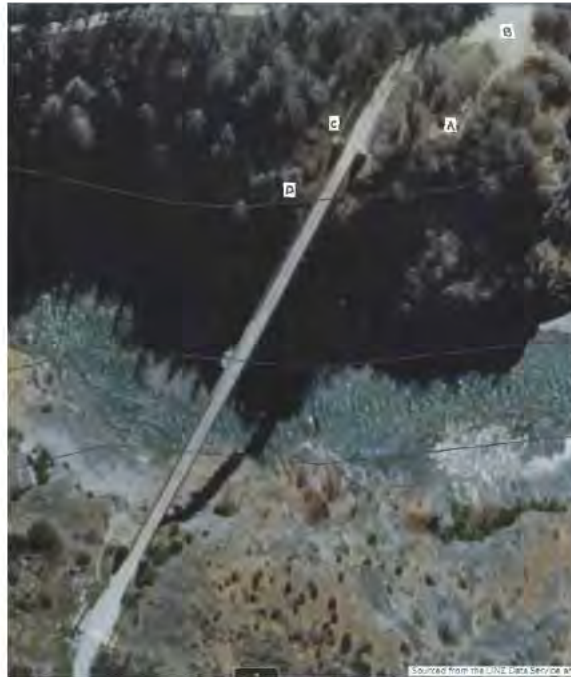
Further Information Attached.

1. Find attached, in appendix A, the latest structural inspection report undertaken by QLDC in May 2019. There is no urgent action required on the bridge structure that would affect our license to occupy and use of the structure, QLDC have not notified us of any issues or requested suspension of our operations.
2. We confirm all the structures on the land leased by Queenstown Bungy Limited were constructed and are owned by the company
3. Activities to be undertaken in the area are guided tours of different means to historic gold mine locations near the Skippers Bridge.

Activities:

- 4WD vehicle tours
 - Mountain bike guided tours
 - Walking/hiking guided tours
 - Abseiling and Camping tours
4. 
 5. Labelled maps/photo's of activity areas. See appendix B

Aerial photo identifying location of the structures.



Appendix A – Skippers 2020 Inseption

Appendix B – Places of Interest for Activities in Skippers

We look forward to positive process and response

Sincerely



David Mitchell, MBA, BE.

Chief Executive Officer

M: [REDACTED] T: +64 3 441 0267

Bungy HQ, Queenstown, NZ

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Appendix A - Skippers 2020 Insepection

NZTA 56: 2019

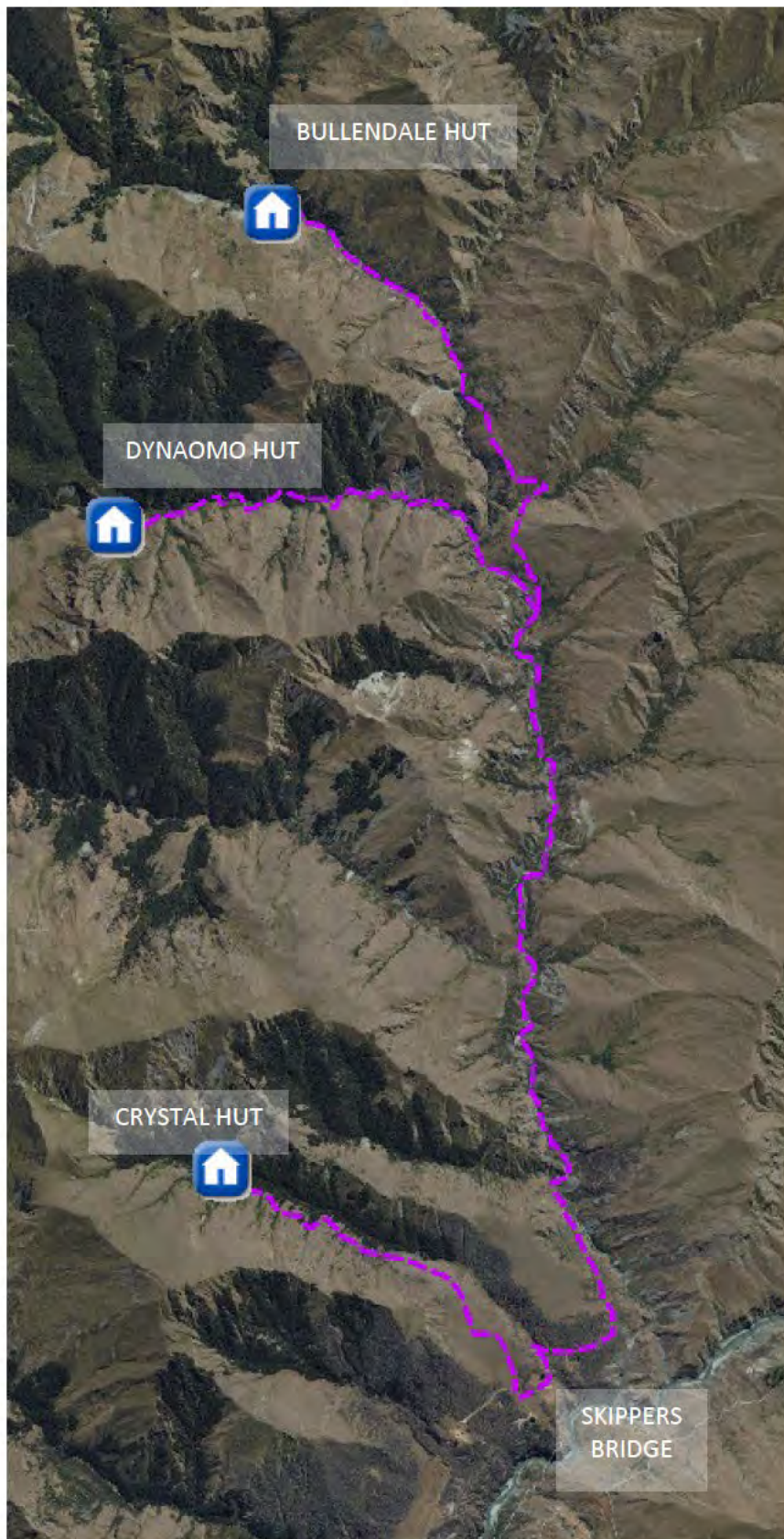
Bridge general inspection report - page 1 of 2

| NZTRANSPORT AGENCY | | Bridge general inspection report | | Supplier logo | |
|---|---|----------------------------------|---|---------------------------|------|
| Network area: | | Bridge name: | Highway: | RP: | BSN: |
| | | SKIPPERS | - | - | 36 |
| Bridge type: | SUSPENSION | Superstructure material: | | | |
| Year constructed: | 1901 | Deck material: | | | |
| | | TIMBER | | | |
| Marking code | | Deck width: | Map ref. (easting): | Map ref. (northing): | |
| 0 = Not inspected | | 3.7m | 1259127 | 5025299 | |
| 1 = Satisfactory | | Total bridge length: | No. of spans: | Owner: | |
| 2 = Monitor next inspection (provide comment & photo) | | 88m | 1 | QLDL | |
| R = Routine maintenance (provide comment & photo) | | Span lengths (m): | RCA: | | |
| S = Structural maintenance (provide comment & photo) | | 88 | | | |
| N = Not applicable | | Inspector: | Next inspection type: | Previous inspection type: | |
| | | MR | GENERAL | GENERAL | |
| Date: | 25-05-19 | Next inspection date: | 2020/21 | Previous inspection date: | |
| | | | | 2018/19 | |
| Element | | Mark | Brief description of defect and comments | | |
| Set | No Description | | | | |
| Superstructure elements | 1 Primary load carrying element | 1 | CABLES OK | | |
| | 2 Secondary element(s) Transverse beams | 1 | | | |
| | 3 Other (incl. deck) | 2 | SOME DECK PLANKS SHOWING DEGRADATION | | |
| | 4 Half joints | N | | | |
| | 5 Seismic linkages/locking down bolts | N | | | |
| | 6 Parapet beam or cantilever | N | | | |
| | 7 Cross bracing | S | CROSS BRACING BETWEEN TOP & BOTTOM CHORD IS SLIPPING OUT OF PLACE | | |
| Load-bearing substructure | 8 Foundation | N | | | |
| | 9 Abutments | 1 | | | |
| | 10 Head wall | 1 | | | |
| | 11 Pier / column | N | | | |
| | 12 Cross-head / capping beam | N | | | |
| | 13 Bearings | 1 | | | |
| | 14 Bearing pin(s) / shelf | 2 | MINOR DEGRADATION TO SHELF. MONITOR | | |
| Durability elements | 15 Superstructure drainage | S | WATER FROM TR APPROACH GETTING ON DECK | | |
| | 16 Substructure drainage | 1 | | | |
| | 17 Movement / expansion joints | 1 | | | |
| | 18 Painting: superstructure elements | 2 | OLD & DEGRADED | | |
| | 19 Painting: substructure elements | 2 | OLD & DEGRADED | | |
| | 20 Painting: barriers/guardrails | 2 | OLD & DEGRADED | | |
| Safety elements | 21 Access / walkways / gantries | N | | | |
| | 22 Guardrail / handrail / safety fences | 1 | | | |
| | 23 Carriageway surfacing | 1 | | | |
| | 24 Footway / verge / footbridge surfacing | 1 | | | |
| Waterway elements | 25 Wvert / river bed | 1 | | | |
| | 26 Aprons | 1 | | | |
| | 27 River bed upstream | 1 | | | |
| | 28 River bed downstream | 1 | | | |
| | 29 Scour | 1 | | | |
| | 30 River banks | 1 | | | |
| Retaining elements | 31 Revetment / batter slope paving | N | | | |
| | 32 Wing walls | N | | | |
| | 33 Retaining walls | N | | | |
| | 34 Embankments | N | | | |
| Other | 35 Approach rails / barriers / walls | N | | | |
| | 36 Approach adequacy | 1 | | | |
| | 37 Signs | 1 | | | |
| | 38 Lighting | N | | | |
| | 39 Services | N | | | |
| | 40 Appearance | 2 | LOOKING OLD | | |

Bridge general inspection report - page 2 of 2

|  | | Bridge general inspection report | Supplier logo | | |
|---|-------------|--|-----------------------|------------------------|----------------|
| Network area: _____ | | Bridge name: <u>SKIPPERS</u> | Highway: <u>-</u> | RP: <u>-</u> | BSN: <u>36</u> |
| Comments and recommendations for maintenance pairs | | | | | |
| Item no. | Element no. | Suggested remedial work | Routine/structural | Priority (Crit/Hi/M/L) | Estimated cost |
| 1 | 7 | STRUCTURAL DETAIL REQUIRED TO | S | M | |
| 2 | | FIX LOOSE CROSS BRACING | | | |
| 3 | 15 | PROVIDE DRAINAGE PATH ON TR | S | H | |
| 4 | 15 | CLEAR DEBRIS ON TR FROM | R | M | |
| 5 | | DECK | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| Total cost | | | | | \$ - |
| Reason remedial structural work recommended in last inspection has not been completed | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Database changes required | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Maintenance strategy | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| General comments and recommendations relating to future management | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Inspected by (print name): <u>Max Rayner</u> | | Signature:  | Date: <u>25-05-19</u> | | |
| Reviewed by (print name): | | Signature: | Date: | | |
| Approved by (print name): | | Signature: | Date: | | |

Appendix B - Places of Interest for Activities in Skippers





Jenny McNally

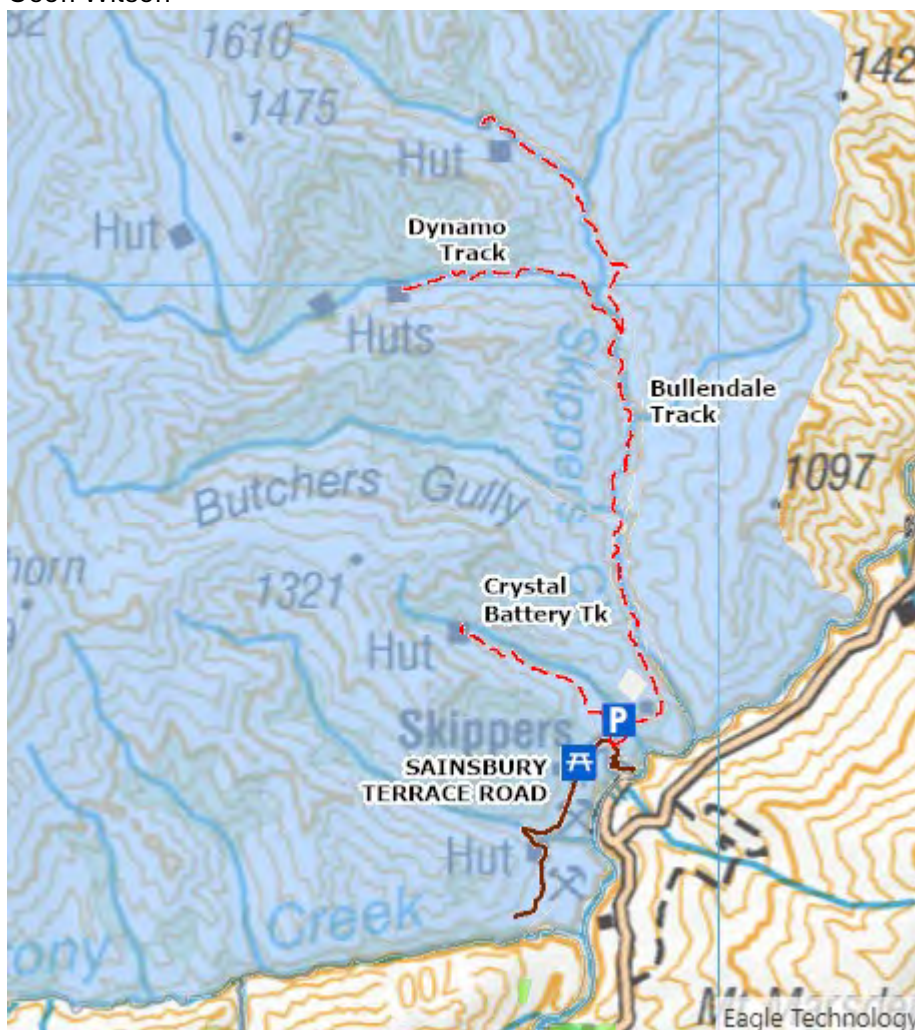
From: Geoff Wilson [REDACTED]
Sent: Thursday, 14 March 2024 5:17 pm
To: Kelvin Brown
Cc: david mitchell; Fiona Peat
Subject: RE: 91165-GUI 91166-OTH - Queenstown Bungy Ltd - Skippers Bridge Bungy and Guiding
Attachments: 20240314113317274.pdf

Hello Kelvin and Fiona.

Please find attached the updated section of the application outlining the area's to be accessed including parking and toilets for guided tours along with the Mount Aurum Reserve map.

Ngā mihi,

Geoff Wilson



| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------|--------------------------|------------------------|----------------------------------|--------------------|--------------------------------|----------------------|-------------------|
| Activity | Public Conservation Land | Track Name | DOC Facilities | Dates of Operation | Max. Group Size (Incl. Guides) | Max. Number of Trips | Duration of Visit |
| Bungy Jumping | Skippers Canyon | Mount Aurum | Mount Aurum Recreational Reserve | All Year | TBA | TBA | 1-4 hours |
| Guided tours | Mount Aurum Reserve | Bullendale Track | Carparking and Toilet Facilities | All Year | 30 | 2/Week | 4 Hours |
| Guided tours | Mount Aurum Reserve | Crystal Battery Track | Carparking and Toilet Facilities | All Year | 30 | 2/Week | 4 Hours |
| Guided tours | Mount Aurum Reserve | Sainsbury Terrace Road | Carparking and Toilet Facilities | All Year | 30 | 2/Week | 4 Hours |
| | | | | | | | |
| | | | | | | | |