

Out of scope

From: s9(2)(a)
Sent: Wednesday, 30 June 2021 8:48 am
To: s9(2)(a)
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Thanks s9(2)(a)

The site is adjacent DOC reserve, and a well-used DOC walking track goes through the site.

The application details aspiration to enhance ecological values, DOC would suggest inter-planting more suitable native plants within the regenerating manuka/kanuka forest.

The site will be visible from the road and the DOC reserve and walking track. Visual effects should be considered.

Mana whenua have expressed a range of concerns regarding the application and DOC would support the views of local hapū being considered and appropriately addressed.

Thanks,

s9(2)(a)

s9(2)(a)

Department of Conservation
Bay of Islands Office
34 Landing Rd, PO Box 128, Kerikeri 0245
M s9(2)(a)

From: s9(2)(a)
Sent: Tuesday, 29 June 2021 12:55 pm
To: s9(2)(a) s9(2)(a) doc.govt.nz>
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Hi s9(2)(a)

At this stage, no assessment of affected parties has been completed. The application was circulated to DOC, Heritage NZ, and iwi as parties who may have an interest in the application – comments received will help me decided whether I need additional information, or whether there are any interested parties.

As such, just looking for general feedback from DOC at this stage.

Give me a bell if you want to discuss further.

Cheers,

s9(2)(a)

From: s9(2)(a) s9(2)(a) <doc.govt.nz>
Sent: Tuesday, 29 June 2021 12:52 pm
To: s9(2)(a)
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Hi s9(2)(a)

Does FNDC consider DOC as an affected party, as an adjacent neighbour?

s9(2)(a)

s9(2)(a)

Department of Conservation
Bay of Islands Office
34 Landing Rd, PO Box 128, Kerikeri 0245
M: s9(2)(a)

From: s9(2)(a)
Sent: Tuesday, 29 June 2021 10:32 am
To: s9(2)(a) s9(2)(a) <doc.govt.nz>
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Thanks s9(2)(a) I'm hoping to issue a s92 letter (if required) by close of business tomorrow so if you were able to get comments through to me before then that would be great!

Cheers,

s9(2)(a)

From: s9(2)(a) s9(2)(a) <doc.govt.nz>
Sent: Tuesday, 29 June 2021 10:29 am
To: s9(2)(a)
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Hi s9(2)(a) .

We will do - s9(2)(a) . I will endeavour to get comments back to you in the next day,

s9(2)(a)

s9(2)(a)

Community Ranger
Department of Conservation
Bay of Islands Office
34 Landing Rd, PO Box 128, Kerikeri 0245

s9(2)(a)

From: s9(2)(a)
Sent: Monday, 28 June 2021 1:52 pm
To: Lara McDonald s9(2)(a) <doc.govt.nz>
Cc: Planning Support <Planning.Support@fndc.govt.nz>
Subject: RE: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Hi [REDACTED] s9(2)(a)

Does DOC have any comments on this application?

Cheers,

[REDACTED] s9(2)
[REDACTED] s9(2)

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Out of scope

From: s9(2)(a)
Sent: Wednesday, 23 June 2021 9:43 am
To: s9(2)(a)
Subject: Fwd: RE: Subject: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

More context on Mr Batchelor.

Sent from Workspace ONE Boxer

----- Forwarded message -----

From: s9(2)(a)
Date: 23/06/2021 9:29 am
Subject: RE: Subject: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272
To: s9(2)(a) s9(2)(a) @fndc.govt.nz> s9(2)(a) s9(2)(a) s9(2)(a)
s9(2)(a) @fndc.govt.nz>
Cc: s9(2)(a) s9(2)(a) doc.govt.nz> s9(2)(a) <s9(2)(a) doc.govt.nz>, s9(2)(a)

Kia ora s9(2)(a)
Thank you.
s9(2)(a)
Patukeha hapu

From: s9(2)(a) s9(2)(a) @fndc.govt.nz>
Sent: Tuesday, 22 June 2021 4:27 PM
To: s9(2)(a) s9(2)(a) s9(2)(a) s9(2)(a)
s9(2)(a) @fndc.govt.nz>
Cc: s9(2)(a) s9(2)(a) doc.govt.nz> s9(2)(a) <s9(2)(a) doc.govt.nz>, s9(2)(a)

Subject: RE: Subject: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Kia ora All,

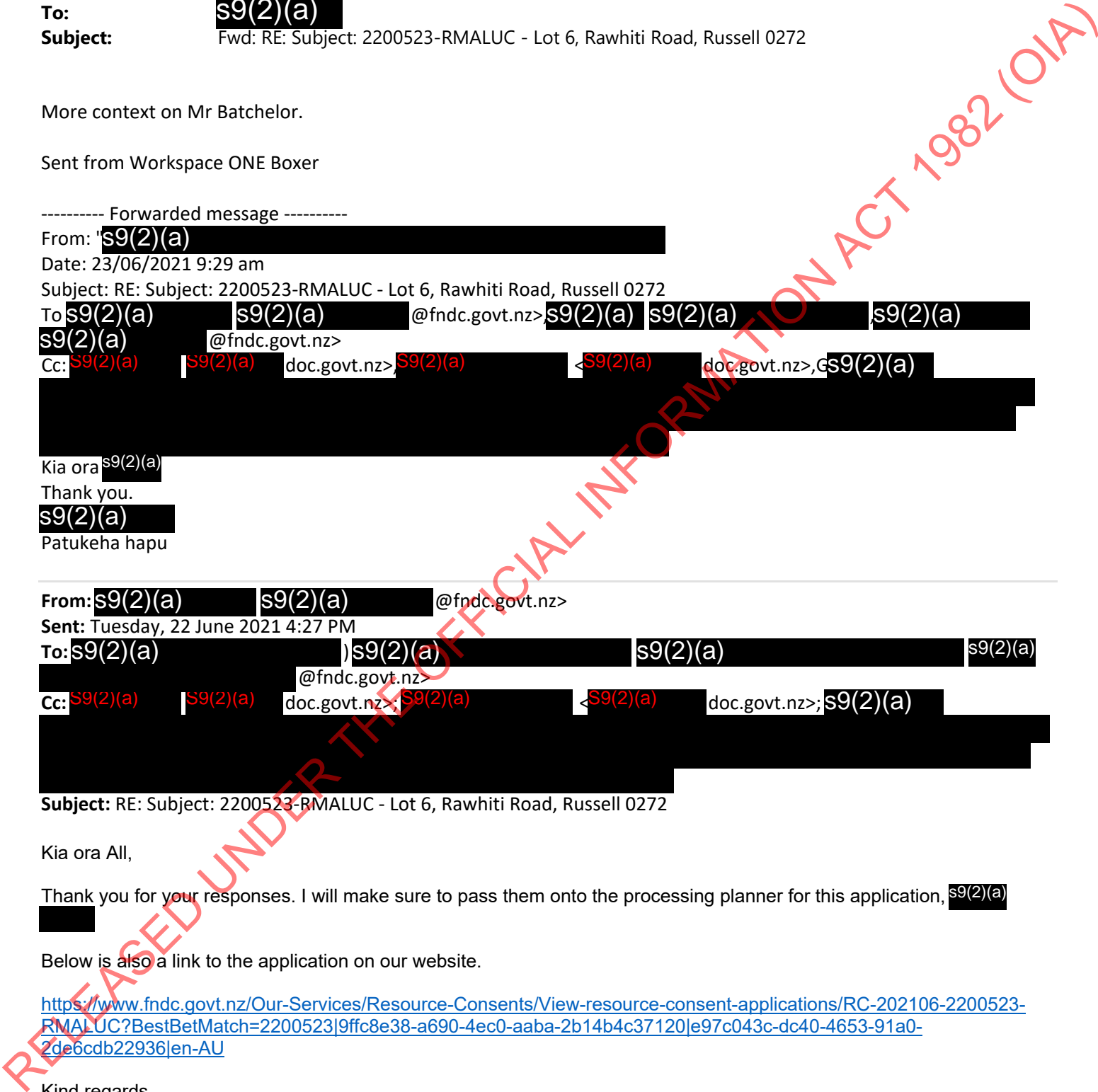
Thank you for your responses. I will make sure to pass them onto the processing planner for this application, s9(2)(a)

Below is also a link to the application on our website.

<https://www.fndc.govt.nz/Our-Services/Resource-Consents/View-resource-consent-applications/RC-202106-2200523-RMALUC?BestBetMatch=2200523|9ffc8e38-a690-4ec0-aaba-2b14b4c37120|e97c043c-dc40-4653-91a0-2de6cdb22936|en-AU>

Kind regards,

s9(2)(a)
s9(2)(a)





From: s9(2)(a))s9(2)(a)
Sent: Tuesday, 22 June 2021 4:18 PM
To: s9(2)(a) s9(2)(a) @fndc.govt.nz; s9(2)(a) @fndc.govt.nz
Cc: s9(2)(a) | s9(2)(a) doc.govt.nz; s9(2)(a) <s9(2)(a) doc.govt.nz>; s9(2)(a) | s9(2)(a) doc.govt.nz
Subject: RE: Subject: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

CAUTION: This email originated from outside Far North District Council.
Do not click links or open attachments unless you recognise the sender and know the content is safe.

Kia ora s9(2)(a)
Not sure if Patukeha has a copy of this application, could you send me more information?

Nga mihi
s9(2)(a)

From: s9(2)(a)
Sent: Tuesday, 22 June 2021 3:38 PM
To: s9(2)(a) @fndc.govt.nz s9(2)(a) fndc.govt.nz
Cc: s9(2)(a) | s9(2)(a) doc.govt.nz; s9(2)(a) <s9(2)(a) doc.govt.nz>; s9(2)(a) | s9(2)(a) doc.govt.nz
Subject: Subject: 2200523-RMALUC - Lot 6, Rawhiti Road, Russell 0272

Kia ora s9(2)(a)

This note is to inform you that Ngati Kuta and the Hauai Trust together with community land shareholders are affected parties to this application and object to its consent.

The area in question is zoned outstanding landscape under the District Plan. This same area is being assessed by the Dept of Heritage & Culture as a place of historical and social significance. It is also connected to the significant social capital of Maori which includes all the waterways and nature forests out to Cape Brett and down into the Russell State Forest. By just treating kanuka and pohutukawa trees as scrub to be cleared and make way for exotic fruit trees smacks of colonial exploitation and denial where nature is subservient to human self-gratification.

This will not do as we Ngati Kuta are stepping into the Environment Court in July to fight for the protection of fauna and flora on the lands and coastal environs around Te Rawhiti and the Bay of Islands including the applicants' surrounds. Getting confronted with this slash and burn application from a part-time resident is disappointing. Mr Batchelor is renowned for retrospective consenting as his way of avoidance and paying a soft fine to get what he wants.

By allowing this consent to be granted makes FNDC, NRC and DOC complicit in beating their own rules of environmental protection of this outstanding landscape which connects to the whole Bay of Islands nature coastline. Mr Batchelor has already cleared native bush on his land to plant fruit trees and hapu are reluctantly living with it but adding to the pain in a socially and culturally sensitive area is unacceptable particularly as we are all trying to work within the new SNA rules of which this application sits.

Can you please come back to me that the consenting team has received and lodged this objection? And if a full social and cultural impact assessment rebuttal is required from Ngati Kuta hapu.

Nga mihi

s9(2)(a)

Ngati Kuta RMU

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The Ministry for Primary Industries accepts no responsibility for changes made to this email or to any attachments after transmission from the office.

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Far North District Council | Te Kaunihera o Tai Tokerau | Te Raki
Ph. 09 401 5200 | Fax. 09 401 2137 | Email. ask.us@fndc.govt.nz
Address. Memorial Avenue, Private Bag 752, Kaikohe 0440, New Zealand

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The Ministry for Primary Industries accepts no responsibility for changes made to this email or to any attachments after transmission from the office.

Out of scope

From: s9(2)(a)
Sent: Friday, 6 December 2019 12:15 pm
To: s9(2)(a) s9(2)(a)
Cc: s9(2)(a)
Subject: RE: Investigation into hauai 2G3

Tena koe s9(2)(a)

I agree that there is protected access by the means you have noted, however physical access on the cliff top esplanade reserve from aerial photo coverage appears to be sited at beach level --not on the cliff top.

Establishing the peg locations of the DOC reserve boundary's by legal survey should sort out these apparent mismatches (if any).

Kia ora

s9(2)(a)

From: s9(2)(a)
Sent: Friday, 6 December 2019 11:21 a.m.
To: s9(2)(a) <s9(2)(a) doc.govt.nz>; s9(2)(a) <s9(2)(a) doc.govt.nz>
Cc: s9(2)(a)
Subject: Re: Investigation into hauai 2G3

s9(2)(ba)(i)

s9(2)(ba)(i)

s9(2)(a)

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Out of scope

From: S9(2)(a)
Sent: Thursday, 21 November 2019 1:44 pm
To: S9(2)(a)
Subject: RE: Investigation into hauai 2G3

Hi S9(2)(a)

I have saved this email plus 3 attachments into DOCcm.

The email is:

<https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-6135164>

Attachments:

MB 139, 163 14 Bay of Islands
DOC-6135161
MB 383-386,388, 15 Tokerau
DOC-6135162
MB 30-33 Appellate Court
DOC-6135163

An interesting outcome!

S9(2)(a)

From: S9(2)(a) <S9(2)(a)@justice.govt.nz>
Sent: Thursday, 21 November 2019 12:31 p.m.
To: S9(2)(a); S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)
Subject: RE: Investigation into hauai 2G3

Tena koe S9(2)(a), koutou ma,

Thank you for sending the information through yesterday. Based on what you have provided I have been able to locate some court minutes which may assist this case.

The minutes are attached in 3 lots. They all relate to an application to the court to confirm the alienation of Hauai 2G3 to Mr Thomson.

The first hearing was held on 20 February 1935 and is recorded at 14 Bay of Islands minute book 139, 163-164. Folio 139 refers to that area (comprising Hauai 2G3) being the only access between other subdivisions. At folio 163, the judge confirms that he held an inspection of the land. The judge describes the lay of the land and makes reference to the urupa (Hauai 2E) and access between two well populated portions of Rawhiti Settlement. There is also mention of *access to the block runs along the back of Ria Paaka's section and would need to be fenced*. The matter was adjourned.

The matter was back before the court on 17 May 1935 and is recorded at 15 Tokerau minute book 383. At folio 383, Mr Bloomfield (acting for the purchaser Mr Thomson) states that *he has been informed that the purchaser has arranged with the Natives of the Settlement to form a roadway along the front of the block to give access to the other Native land*

beyond...He (the purchaser) will also put in a path to the urupa. At folio 386, Mr Thomson is addressing the Court where he says the following: *The resident natives have all agreed to help me to make a right of way or road above high water mark. 9 feet above spring tide...the track could be 9 ft wide to the cemetery. The Natives can fence it if they wish. There will be no difficulty about this access.* At folio 388 the court refused confirmation on the grounds that the alienation is contrary to the interests of the Natives alienating.

Mr Thomson appealed the decision. That application was heard at Auckland on 18 March 1936 and is recorded at 12 Appellate Auckland District minute book 30-33 . At folio 31 Mr Bloomfield stated...*as to the right of way we agreed to give it.* The appeal resulted in the lower court decision being overturned and confirmation of the alienation being given.

Concerning a hearing on 24 June 1964 where the subdivision of Hauai 2G3 was approved – I have not been able to locate any court minutes that relate to this matter. It is likely that this matter was dealt with by the Bay of Islands County Council as it would have sought the approval of a subdivision of European land.

I hope this information assists you in your endeavours. Please advise if there is anything further you may require.

Nga mihi



S9(2)(a) [redacted]
s9(2)(a) [redacted] | Māori Land Court | Taitokerau District
Ministry of Justice | Tāhū o te Ture
s9(2)(a) [redacted]
L2 Manaia House Building | 41 Rathbone Street | DX Box AX10086 | Whangarei
S9(2)(a) [redacted] justice.govt.nz | maorilandcourt.govt.nz
“He pou herenga tangata, he pou herenga whenua, he pou whare kōrero”

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Out of scope

From: S9(2)(a)
Sent: Wednesday, 20 November 2019 10:45 am
To: S9(2)(a)
Subject: RE: Investigation into Hauai 2G3

Hi S9(2)
Yes, I agree on that reflection.

Hopefully the Minute books will establish the conversation and have a record of the walkway as known at the time.

S9(2)(a)

From: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Sent: Wednesday, 20 November 2019 9:12 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Subject: FW: Investigation into hauai 2G3

Hi S9(2)(a)

This seems to be useful and has gone to S9(2)(a) it would have saved us all a bit of time if they gave us that information initially, anyway we will see what comes from it.

Cheers

S9(2)(a) S9(2)
S9(2)(a)
Department of Conservation -- *Te Papa Atawhai*
Bay of Islands Office
34 Landing Road, Kerikeri 0230
PH: 09 407 0300

Kia piki te oranga o te ao tūroa, i roto i te ngātahitanga, ki Aotearoa.
To work with others to increase the value of conservation for New Zealanders.

www.doc.govt.nz

From: S9(2)(a)
Sent: Wednesday, 20 November 2019 3:54 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)@justice.govt.nz; S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a)
Subject: Investigation into hauai 2G3

s9(2)(ba)(i)

s9(2)(ba)(i)

s9(2)(a)

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Out of scope

From: s9(2)(a) <s9(2)(a)@justice.govt.nz>
Sent: Thursday, 21 November 2019 12:31 pm
To: s9(2)(a) | s9(2)(a)
Cc: s9(2)(a) | s9(2)(a)
Subject: RE: Investigation into hauai 2G3
Attachments: Court minutes - 14 Bay of Islands MB 139 and 163.pdf; Court minutes - 15 Tokerau MB 383-386, 388.pdf; Court minutes - 12 Appellate Court Auckland District MB 30-33.pdf

Tena koe s9(2)(a) koutou ma,

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The matter was back before the court on 17 May 1935 and is recorded at 15 Tokerau minute book 383. At folio 383, Mr Bloomfield (acting for the purchaser Mr Thomson) states that *he has been informed that the purchaser has arranged with the Natives of the Settlement to form a roadway along the front of the block to give access to the other Native land beyond...He (the purchaser) will also put in a path to the urupa*. At folio 386, Mr Thomson is addressing the Court where he says the following: *The resident natives have all agreed to help me to make a right of way or road above high water mark. 9 feet above spring tide...the track could be 9 ft wide to the cemetery. The Natives can fence it if they wish. There will be no difficulty about this access*. At folio 388 the court refused confirmation on the grounds that the alienation is contrary to the interests of the Natives alienating.

Mr Thomson appealed the decision. That application was heard at Auckland on 18 March 1936 and is recorded at 12 Appellate Auckland District minute book 30-33. At folio 31 Mr Bloomfield stated...*as to the right of way we agreed to give it*. The appeal resulted in the lower court decision being overturned and confirmation of the alienation being given.

Concerning a hearing on 24 June 1964 where the subdivision of Hauai 2G3 was approved – I have not been able to locate any court minutes that relate to this matter. It is likely that this matter was dealt with by the Bay of Islands County Council as it would have sought the approval of a subdivision of European land.

I hope this information assists you in your endeavours. Please advise if there is anything further you may require.

Nga mihi

s9(2)(a)
s9(2)(a) | Māori Land Court | Taitokerau District
Ministry of Justice | Tāhū o te Ture
s9(2)(a)



L2 Manaia House Building | 41 Rathbone Street | DX Box AX10086 | Whangarei

S9(2)(a) justice.govt.nz | maorilandcourt.govt.nz

"He pou herenga tangata, he pou herenga whenua, he pou whare kōrero"

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Auckland

Wednesday 18th March 1936

10 a.m.

Present: The same.

In 2

Onapere take.

Appeal of His Majesty -

Mr. Mumpfield in response to appeal for an agreement
Mr. Mumpfield for Crown supports appeal.

Agreed save due - to be notified in some
date in May if possible.

In 1

Hawaii 243.

Decn 17. 5. 35 report completion of transfer
to Mrs. Thompson.

Appeal of Mrs. Thompson

Mumpfield for appellt.

his appearance of respondents.

Appeal under sec 13 but purposes of 1935.

Mumpfield:

Appellt. is resident at Rarohiti about a mile
from this l.d. He was a nat. school teacher & the
wife on good terms with natives. Since retiring
he has lived in the district. This piece of land vacant
for a number of years. Contains 10 acres. An
old nat woman suggested Thompson had purchased
as her nephews & nieces 6 in number were scattered.
intimated to the Judge on hearing of Crown appln
the addresses of these 6 persons - from Wellington
& Thames. No home on the land - no one had lived
on it for many years. Elderly did not use it
only an available site for a house.
I interviewed Judge Johnson before hand
that difficulty was l.d. might be waived for Crown l.d.
I applied to Com. Officer who said no scheme was
affected

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31

18.3.26

No 1

Hawai 243

Blomfield cont.

I refer to my letter of 24th Oct 1934 in file
Reply by Miss Johnson of 27th Oct 1934.

In that reply transfer was proposed & lodged for
consideration.

I refer also to correspondence in file.

Statements by native vendors.

Reference was made to Consolidation before the Court.
As we asked for Consolidation.

Consolidation refused on ground that sale was
not in interests of the natives.

Decision of Hore Koro (broking), in similar terms to
his evidence before the Appraisement Committee, put in.

Kamp
to H
cc

As to right of way we agreed to give it.

We have been put to considerable expense.

The vendors have no interest in Kaikohu - but
Kaikohu people.

Decision reserved

No 3

Manoratanani 487 3A. Hore Karipa deed
sued 17.11.35

Appeal of Hyamote Hore Tamariki.

Write for appeal

Write back for respondent

Write. He claims that Hore Karipa is the
same person as Te Hae Tamariki his ohelative

Her 28/45 - sued to Amokaha Karipa deed.

Te Hae a ch. of that deed. A woman.

Respondents say deed is same as P. Tamariki
deed.

Hue 13/360

I refer to Ct. 4 names on investigation of H. Tamariki 4/13
in 1886. Nos 42 and 55.

Pura ng. Hore 4/4 in suit.

Hue 25/12

Sued to Pura Hore - to respondents

RELEASED UNDER OFFICIAL INFORMATION ACT 1982 (OIA)

Whole cont. of Nira went with that division.

Whole cont. of Horea went with #1373 A.

main submission is that the same person wd not be in title under two names.

I call:

Tube Samantzi on.

Mr. H. H. H.

I gave vid at Si'wahua in mccc to Horea Karipa. What I sd was that Iama & Moele were ch. of Nira. Nira was my brother - but Horea Horea Karipa was a bro. of my mother. I do not know when he died. He was with Si' Kahunguanga. After his death the name was given to one of the girls viz. Le'wai.

xxx. by Bruce Scott.

Nira was not known by any other name. He was not also known as Horea. I did not say at Si'wahua that his name was Horea Nira. It was one of my mother's name. I said it was Amokeshu Karipa also known as Brivia Karipa - Karipa was her father's name.

Mr. H. H. H.

Native Land Ct is directed to rehear the appln in which the order appealed against is grounded. Deposit in appeal to remain in trust to await order of Nat Land Ct as to its disposal. Order made.

Final adjud. till 2.15 p.m.

2.15 p.m.

Hawaii 29.3.

Decision made vide Page 33

Final adjudgment till Tuesday next 20:00 and as 188.00

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

HAUAI 2 G 3.

Appeal against decision of The Native Land Court
refusing confirmation of transfer of this land to
Thomas Thomson.

DECISION.

This appeal is brought in pursuance of Section 13
of The Native Purposes Act 1935.

It appears from the records of the proceedings in
the Native Land Court that all the owners of the land were
desirous of selling their interests in it to the applicant
Thomson. The Court however was moved by Rēno te Nana Paora
a relative of the owners, but not herself an owner, to refuse
confirmation and after a somewhat lengthy hearing it decided
to do so upon the ground that the alienation was contrary to
the interests of the natives alienating. The block contains
under 12 acres and the owners number 6. None has lived on
the land for many years and they are scattered in various
places in the North Island, and apparently the land is not
likely to be a material means of support to them. Under the
circumstances disclosed at the hearing of the application we
are unable to see that the alienation is contrary to the
interests of the natives alienating. No adequate reason
for a decision on the grounds given arose out of the evidence
led before the Court nor do the surrounding circumstances
show that the alienation was contrary to the interests of
the natives alienating within the meaning of Paragraph (b)
Subsection 1 of Section 273 of The Native Land Act 1931.

No question has been raised in respect of the other
matters as to which the Court is required to satisfy itself
before granting confirmation.

This Court therefore orders that the alienation be
confirmed, subject to payment of the consideration to The
Tokerau District Maori Land Board, less the sum of \$6 paid
as deposit if supported by receipts.

Deposit £10 to be refunded to the depositor.

14 B1 139

20/02/1935

139

20 FEB 1935

Frank Hanai 2 G3

Re consideration arrangements
See Bd MB 15/369-371

consideration
No fee
2/2

Pine Iambana also Pine Kana Paona (young)

It is my desire that this land should be retained as a pūpūhanga for the Hiko family, who and my nephews and nieces. However, if Board thinks they should be allowed to dispose of land then I ask to have them awarded lands of some in the Kaula and other districts so that I can take them shares in Hawaii W's and hold the land so that they and their children may always have a home site to live on when any of them return to the Bay of Islands. It is their only pūpūhanga section. It is also part of the Rowley's estate settlement. There are a number of Maori home adjoining also cultivation areas. The section contains cultivation areas also the only access between other subdivisions. Also the mump is right in the middle of it. It is not right that a European should be allowed to buy the land surrounding our mump. I strongly object to the sale and ask that the land be reserved against all alienation. Pine Kana Paona adjoining land. She at first objected to Mr Johnson buying but now she apparently agrees and the reason is she is afraid if she objects Mr Johnson she may not get her pension.

Frank

Board will deal with consideration questions re this area shortly. But must land at this time see page 163

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

14 81 163
20/02/1935

163

20 FEB 1935

Reference Hanan 263

Re proposed sale and needs of
Natives under consolidation

see folio 139

see also Bd MB 15/369-371

Board board inspected the land with Mr Cooper but
refrained from having either the Natives or
Mr Thomson (Schoolmaster) present, as the
transfer to Mr Thomson will have to come
before the board later for a decision as
to confirmation or otherwise board
merely notes up these minutes now re
inspection. apart from the mupa area on
top of a small rise, practically the whole
11 acres is in grass. Easy landing from
the Hanai Bay side. Bluffs on the other
side facing another bay. The section lies
in the neck of the Hanai peninsula and is
the only access route between two well
populated portions of Rarohutu settlement.
The mupa has quite a number of graves
on it. It is excluded from the title for
263 but from a Maori point of view is
right in the middle of the block.
Section 1263 has been fenced off by adjoining
Native owner Rira Paaka and is used for a
promised cultivation. A sale to a European
would deprive the natives of suitable cropping
and house sites as well as ~~some~~ as
the block runs along the back of Rira Paaka
section and would need to be fenced. As it
stands the block is worth ^{to the natives} far more than the
£60 offered by Mr Thomson. Quite a number of
houses of Natives are close by, board will have
to decide individually whether it will grant separate
Native held over for formal hearing at Auckland

1982 (OIA)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

26 FEB 1935

104

16 Hana 2D?

The exchange of Hone Warpuna's interests
see folios 145-7.

Count Count saw the section. It has an old
wharf on it, and an orchard. A most
desirable home site on a sheltered
bay. Count does not think
Hone should give up all right in
this block under exchange.

Adjo to Kawakawa or Karaka

Consolidation

Raniki blocks

Count went into matters with
consolidation officer McBooper and
Oake Cross re latter's consolidation
into areas behind Deep Water Cove
together with his brother Hone
Cross. Count directed that
the Cross family's interests should
be dealt with under consolidation
at an early date, without waiting
for the main consolidation scheme
for the area. Land is rough
and hilly, only fit for farming
in big areas. Little or no land
suitable for home holdings.

see folios
199

Consolidation

Waerua Island

Count inspected this land
115 ac and also heard Oake Cross
re need for urgency in consolidating
interests of his father's estate
to about whole island.

Count directs that inquiry be made
at Auckland and proceedings expedited

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15 TOK 383
17/5/1935

383

Auckland Friday 17th May 1935

Present

J. W. Jackson Judge
P. O. R.

5022

Hawai 263

Appn for bonfire of transfer
Pom Hiko and ors to Thomas Thomson
See Court Minutes R/Ls 14/139 + 163
Mr Blanford also R/Ls 15/369-371

I appear in support of
the application.

I lodge a letter from the
township showing no rates
are due.

I lodge letters from
the owners showing their
desire to sell.

The purchaser informs
me he has arranged with the
Tatua of the settlement to
form a roadway along the
front of the block to give
access to the other native
land beyond. The Tatua
will help him.

He says he will also
put in a path to the
manga. There are four
creeks in this district
but they are only faintly
used.

I also lodge a Petition
signed by relatives of the vendor
and living on the district, approving

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17/5/1935

384

of the sole. Ora Okaha is an
uncle of the vendors. Other
relations are owners in
the adjoining block

The only objection to the
sale is Rina Tama who
is not an owner or an
adjoining owner.

I claim that this block
is not a papakanga area.

The owners live as Pakahas

Kone Hiko lives at Waiwhanga

Poni " " Onekunga

- slaughtering

Kona Hiko is here today and

is a married woman at

Papakanga

Mwai Hiko lives at Thames

Hua " "

Pauha " lives at Nohu

All are making their
living as Pakaha ways, and
have been living away from
the land for many years.

I suggest it is impossible
for them to use this land as
a Papakanga.

I refer now to Section 273(F)
of N.Z. Act 1931, and claim

that this land is not likely to
be a material means of
support to such native or provide
them with a means of livelihood.

The best value of the land
is £25 net, plus £35 improvements.

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15 TOK 385
17/5/1935

385

I shall lodge the bookplate. There is no fencing. A small ^{subdivision} of Ria Paaka is on the land, but Ria has approved of a sale.

I suggest it is advisable to have a schoolmaster as neighbour for these natives of the Settlement. I call the purchaser

Yes named
Ja

Thomas Thomson (sworn)

I have been schoolmaster at Rowhite for 13 years. I know all the natives. All the statements made by you ^(mission field) are correct.

I made enquiries for a suitable section. Ria Paaka the full aunt of the women referred this block to me as a suitable one to be purchased. It is my intention to settle down on this land when I retire. I am married and have one son aged 16.

The whole block is in danthonia. During my 13 years in the district the land has been unoccupied by the owners. Other natives have used it. A part of the ~~far~~ land has been used by the natives on the south side. On the north side part of a Kumara plantation of Ria Paaka occupies part.

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17/5/1935

386

I have paid a deposit of \$1 to each of the vendors and been put to the expense of getting signatures in various districts.

~~The vendors~~ The resident natives have all agreed to help me to make a right of way on road above high water mark 9 feet above spring tide. It could not be made wider for fear of the soil slipping.

The track would be 9 ft wide to the cemetery. The natives can fence it if they wish. There will be no difficulty about this access.

X² by owners
M Thomson

Ria Paaka ~~has~~ encroaches 20 yards by 10 yards into the sector with her cultivations. She is holding the kinmas for me. Ria Paaka is to have the fencing done by myself without cost to her.

She suggested I should take more flat and I should let her have more of the hill. But I have not agreed to this, as I would be the loser. She wanted the fence to run straight.

This was not a condition of ~~her~~ supporting my application for offering \$60.

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15 TOK 380

17/5/1935

don't know what value to place on the land. I have no intention of returning to the land. I know the land. There is only one good part for a building site, and another one on the side of the hill.

M Blenheim
Re the survey charges they amount to £11-7-9 principal and £10-3-7 in 2G. We cannot find out what the proportion for 2G will be.

Board. The board has inspected the land, has considered the evidence, and now decides to refuse confirmation on the grounds that the alienation is contrary to the interests of the Natives alienating.

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Out of scope

From: s9(2)(a)
Sent: Wednesday, 20 November 2019 12:31 pm
To: S9(2)(a)
Cc: S9(2)(a)
Subject: RE: Investigation into hauai 2G3

Hi,

This is the site we visited first during Tuia 250 – just confirming.

I agree, we need to move on this.

What is the status of the land that the traditional walkway is on – is it esplanade Reserve?

From memory you said the land owner had a survey done – we need to be sure that the survey is correct. Is it possible to do an Assyst request to the GIS team to ensure the boundary pegs are in the right place?

esg

From: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Sent: Wednesday, 20 November 2019 9:16 a.m.
To: S9(2)(a)@doc.govt.nz
Cc: S9(2)(a)@doc.govt.nz; S9(2)(a)@doc.govt.nz
Subject: FW: Investigation into hauai 2G3

Please see below for your information, just to let you know this is simmering in the background, we have had a litigation comment from local hapu (S9(2)(a) -Ngati Kuta) in an email to me if this is not rectified.

Not really my forte, more of a stat/land management issue but happy to help where required.

Kind regards

S9(2)(a)
S9(2)(a)
Department of Conservation – Te Papa Atawhai

Bay of Islands Office
34 Landing Road, Kerikeri 0230
PH: 09 407 0300

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To work with others to increase the value of conservation for New Zealanders.

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From: S9(2)(a)
Sent: Wednesday, 20 November 2019 3:54 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)@justice.govt.nz; S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a)
Subject: Investigation into hauai 2G3

s9(2)(ba)(i)

s9(2)(a)

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Out of scope

From: S9(2)(a)
Sent: Thursday, 10 September 2020 10:04 am
To: S9(2)(a)
Cc: S9(2)(a)
Subject: RE: Investigation into hauai 2G3

The hapu interest group S9(2)(a) responded to my email to S9(2)(a)

[DOC-6156778](#)

-which led to S9(2)(a) getting the surveyors to define where the walkway might have been etc.

If after reading the email correspondence, I can contact S9(2)(a) if you'd prefer that!

From: S9(2)(a)
Sent: Thursday, 10 September 2020 9:49 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Subject: RE: Investigation into hauai 2G3

Hi S9(2)(a)

The relevant message was dated 21 November 2019 and included in the attachments from S9(2)(a)

I had saved it as :

[DOC-6135164](#)

The attachments in the message are:

Court Minutes 14 Bay of Islands MB 139 & 163: DOC-6135161

Court Minutes 15 Taitokerau MB 383-386, 388: DOC-6135162

Court Minutes -12 Appellate Court Auckland MB 30-33: DOC-6135163

I replied to S9(2)(a) and he responded to me and my further response noting some options from a statutory land perspective is:

All email trail: [DOC-6153517](#)

I trust this is off assistance to the query?

S9(2)(a) would be able to supply contact details for S9(2)(a) if you need to have a discussion.

S9(2)(a)

S9(2)(a)

Hamilton Service Centre

From: S9(2)(a)
Sent: Wednesday, 9 September 2020 8:52 p.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Subject: FW: Investigation into hauai 2G3

Hi S9(2)(a)

As I recall, at the lower court the owner agreed with the walkway; however at the higher court for the alienation into private ownership, the Court did not carry forward the owner agreement for the walkway. S9(2)(a) provided options there so I will check and email the message he gave. S9(2)(a) now works for ML Court in Dunedin. S9(2)(a)

Sent from Workspace ONE Boxer

On 9/09/2020 3:55 pm, S9(2)(a) <S9(2)(a)@doc.govt.nz> wrote:
Kia ora S9(2)(a)

S9(2)(h)

Many thanks

Nga mihi

Ngā mihi

S9(2)(a)
S9(2)(a) Rōia Matua
S9(2)(a)

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Te hūnga Ātawhai



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From: S9(2)(a) <S9(2)(a)@doc.govt.nz>

Sent: Friday, 6 December 2019 9:58 AM

To: S9(2)(a) <S9(2)(a)@justice.govt.nz>; S9(2)(a)

Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)

Subject: RE: Investigation into hauai 2G3

Tena koe S9(2)(a)

My apologies for not reverting following your reply to mine.

S9(2)(a)

I appreciate very much this response, since it informs the parties of any next steps that could potentially be pursued. It would appear that from 'common knowledge' the agreement of the former owner to a right of passage over the property (folio 31 dated 1936) was physically put into effect with such a walkway maintained by the users for pedestrian purposes accessing the urupa. It is unfortunate this walkway appears not to have been legally created.

Presentation of this Minute Book information to any resource consent hearing could enable the territorial authority to consider placing a consent notice that creates a legal instrument as I noted below [esplanade strip or access strip (an RMA instrument-section 232 Resource Management Act 1991)] to formally protect this intention.

Nga mihi

S9(2)(a)

S9(2)(a)

Department of Conservation

Otepoti/Dunedin Office

From: S9(2)(a) <S9(2)(a)@justice.govt.nz>

Sent: Friday, 22 November 2019 6:46 a.m.

To: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)

Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)

Subject: RE: Investigation into hauai 2G3

Tena koe S9(2)(a)

The matter that was before the court in 1935 was for the confirmation of an alienation. Although there is reference to an agreement that the proposed right of way should remain on the land, there are a couple of ways that the right of way is formalised. The court would either grant an order creating a right of way; or confirmation of the alienation is to be subject to or conditional on the creation of a right of way.

I have not had opportunity to inspect the alienation agreement to ascertain whether it contains a condition regarding the creation of a right of way. Furthermore, although the minutes record an agreement between the native owners and the purchaser concerning a right of way, the minutes are silent as to the granting of a right of way pursuant to the Native Land Act 1931 and they are also silent as to a condition that the alienation is subject to the creation of a right of way.

Therefore, in the absence of a court order or conditions placed on the alienation agreement, the court registry is unable to formally record the existence of a right of way against the block.

Nga mihi,

S9(2)(a)



(a)
S9(2)(a) | Māori Land Court | Taitokerau District
Ministry of Justice | Tāhū o te Ture
S9(2)(a)
L2 Manaia House Building | 41 Rathbone Street | DX Box AX10086 | Whangarei
S9(2)(a) justice.govt.nz | maorilandcourt.govt.nz
"He pou herenga tangata, he pou herenga whenua, he pou whare kōrero"

From: S9(2)(a) <S9(2)(a)@doc.govt.nz>

Sent: Thursday, 21 November 2019 1:32 p.m.

To: S9(2)(a) <S9(2)(a)@justice.govt.nz>; S9(2)(a)

Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)

Subject: RE: Investigation into hauai 2G3

Tena koe S9(2)(a)

This is all very helpful in understanding the basis for the creation of the walkway, it having been agreed to by Mr Thomson in the earlier alienation Court hearings.

While the decision to not alienate the land was overturned at the Appellate Court allowing the alienation to proceed, folio 31 appears to record an agreement that the proposed right of way should remain on the land. Correct me if I am wrong in this interpretation?

If this assumption is correct, would this interest need to be formally recorded on the property involved, and if so, would that be undertaken by Maori Land Court property staff?

Out of scope

From: S9(2)(a) <S9(2)(a)@justice.govt.nz>
Sent: Thursday, 21 November 2019 12:31 pm
To: S9(2)(a) | S9(2)(a)
Cc: S9(2)(a) | S9(2)(a)
Subject: RE: Investigation into hauai 2G3

Tena koe S9(2)(a), koutou ma,

Thank you for sending the information through yesterday. Based on what you have provided I have been able to locate some court minutes which may assist this case.

The minutes are attached in 3 lots. They all relate to an application to the court to confirm the alienation of Hauai 2G3 to Mr Thomson.

The first hearing was held on 20 February 1935 and is recorded at 14 Bay of Islands minute book 139, 163-164. Folio 139 refers to that area (comprising Hauai 2G3) being the only access between other subdivisions. At folio 163, the judge confirms that he held an inspection of the land. The judge describes the lay of the land and makes reference to the urupa (Hauai 2E) and access between two well populated portions of Rawhiti Settlement. There is also mention of *access to the block runs along the back of Ria Paaka's section and would need to be fenced*. The matter was adjourned.

The matter was back before the court on 17 May 1935 and is recorded at 15 Tokerau minute book 383. At folio 383, Mr Bloomfield (acting for the purchaser Mr Thomson) states that *he has been informed that the purchaser has arranged with the Natives of the Settlement to form a roadway along the front of the block to give access to the other Native land beyond...He (the purchaser) will also put in a path to the urupa*. At folio 386, Mr Thomson is addressing the Court where he says the following: *The resident natives have all agreed to help me to make a right of way or road above high water mark. 9 feet above spring tide...the track could be 9 ft wide to the cemetery. The Natives can fence it if they wish. There will be no difficulty about this access*. At folio 388 the court refused confirmation on the grounds that the alienation is contrary to the interests of the Natives alienating.

Mr Thomson appealed the decision. That application was heard at Auckland on 18 March 1936 and is recorded at 12 Appellate Auckland District minute book 30-33. At folio 31 Mr Bloomfield stated...*as to the right of way we agreed to give it*. The appeal resulted in the lower court decision being overturned and confirmation of the alienation being given.

Concerning a hearing on 24 June 1964 where the subdivision of Hauai 2G3 was approved – I have not been able to locate any court minutes that relate to this matter. It is likely that this matter was dealt with by the Bay of Islands County Council as it would have sought the approval of a subdivision of European land.

I hope this information assists you in your endeavours. Please advise if there is anything further you may require.

Nga mihi



S9(2)(a)
S9(2)(a) | Māori Land Court | Taitokerau District
Ministry of Justice | Tāhū o te Ture
S9(2)(a)
L2 Manaia House Building | 41 Rathbone Street | DX Box AX10086 | Whangarei
S9(2)(a) | justice.govt.nz | maorilandcourt.govt.nz
"He pou herenga tangata, he pou herenga whenua, he pou whare kōrero"

From: s9(2)(a)

Sent: Wednesday, 20 November 2019 11:21 a.m.

To: s9(2)(a) <s9(2)(a) doc.govt.nz>

Cc: s9(2)(a) <s9(2)(a) doc.govt.nz>; s9(2)(a) <s9(2)(a) justice.govt.nz>; s9(2)(a)

s9(2)(a)

Subject: Re: Investigation into hauai 2G3

s9(2)(ba)(i)

Regards, s9(2)(a)

On Wed, 20 Nov 2019, 10:32 AM s9(2)(a) <s9(2)(a) doc.govt.nz> wrote:

Tena koe s9(2)(a)

Thank you for supplying this information to me, s9(2)(a) and s9(2)(a)

It may be possible for a surveyor to establish landward survey peg locations of the two esplanade reserves, however it is possible these points have been lost due to erosion of the cliff face.

The majority of esplanade reserve Lot 9 appears now (from aerial photos) to be at the base of the cliff extending out to the high water mark .

If the walkway has been lost to erosion, then an option could be for creation of an esplanade strip or access strip (an RMA instrument-section 232) set back from the top of the cliff face.

This requires agreement of the owner but is in favour of the Council which administers it. It would be subject to conditions of access and maintenance as per the Act.

S9(2)(a)

S9(2)(a)

Otepoti/Dunedin Shared Services

From: S9(2)(a) S9(2)(a)

Sent: Wednesday, 20 November 2019 3:54 a.m.

To: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a)@justice.govt.nz; S9(2)(a) <S9(2)(a)@doc.govt.nz>

Cc: S9(2)(a)

Subject: Investigation into hauai 2G3

s9(2)(ba)(i)

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

s9(2)(ba)(i)

Regards,

s9(2)(a)

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s9(2)(ba)(i)

s9(2)(ba)(i)

RELEASED UNDER THE OFFICIAL INFORMATION ACT / 1982 (OIA)

Out of scope

From: S9(2)(a)
Sent: Tuesday, 10 December 2019 9:15 am
To: S9(2)(a)
Cc: s9(2)(a)
Subject: RE: Investigation into Hauai 2G3-Assyst Request R169896

Hi S9(2)(a)
Thank you for this update.

1. If you need monies for a survey such as this, I understand the S9(2)(a) hold a budget for one-off matters such as this boundary survey.

You'd need to talk with the S9(2)(a) S9(2)(a) about how to access up to \$8K (approx.)

2. There may be other sources of money nationally contestible outside of operational budgets.

3. I will close off the Assyst Request if you decide the Request has been fulfilled?
It can be re-opened if there is further SLM advice needed to be obtained.

Let me know if you need anything more or to close off the Request?

S9(2)(a)
S9(2)(a)

Otepoti/Dunedin Shared Services

From: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Sent: Tuesday, 10 December 2019 8:46 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: s9(2)(a)@doc.govt.nz
Subject: RE: Investigation into Hauai 2G3-Assyst Request R169896

Thanks for helping us with this S9(2)(a)

I was trying not to have to spend our operational budget on another survey that I doubt will shed any new light on this issue. I will talk to S9(2)(a) and see if we want to close off the assyst request, if you receive any further correspondence from S9(2)(a) I suggest forwarding on to us to reply.

Thanks again,

S9(2)(a) S9(2)(a)
S9(2)(a)
Department of Conservation -- *Te Papa Atawhai*
Bay of Islands Office

34 Landing Road, Kerikeri 0230
PH: 09 407 0300

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From: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Sent: Monday, 9 December 2019 8:15 a.m.
To: S9(2)(a)@doc.govt.nz
Cc: S9(2)(a) <S9(2)(a)@doc.govt.nz>
Subject: FW: Investigation into Hauai 2G3-Assyst Request R169896

Hi S9(2)(a)

I expect S9(2) will have kept you updated in respect of this matter?
I provided advice to S9(2) during 9(term as S9(2)(a) throughout the course of investigating (via R169896) status of tribal walkway over PCL (Oke Bay Scenic Reserve-Rawhiti Road) in order for Maori to access the urupa. Access to the original walkway is from Rawhiti Road via part of the Oke Bay scenic reserve. However thence it ran along the cliff top however there's uncertainty if it lies on private land or on DOC's PCL (esplanade reserve).

We have got to the stage that DOC needs to contract A SURVEYOR to relocate the original peg locations of Oke Bay Scenic reserve , from DP 51670 (DOC-6062529); that surveyor different from the surveyor contracted by the adjoining landowner.

I trust you are able to arrange for this survey peg identification work to be done?

Yours sincerely

S9(2)(a)
S9(2)(a)

Otepoti/Dunedin Shared Services

From: S9(2)(a)
Sent: Friday, 6 December 2019 11:21 a.m.
To: S9(2)(a) <S9(2)(a)@doc.govt.nz>; S9(2)(a) <S9(2)(a)@doc.govt.nz>
Cc: S9(2)(a)
Subject: Re: Investigation into hauai 2G3

S9(2)(ba)(i)

s9(2)(ba)(i)

Regards,

s9(2)(a)

From: s9(2)(a) <s9(2)(a)@doc.govt.nz>
Date: Fri, 6 Dec 2019, 9:57 AM
Subject: RE: Investigation into hauai 2G3
To: s9(2)(a) | s9(2)(a)
Cc: s9(2)(a) <s9(2)(a)@doc.govt.nz>, s9(2)(a)

Tena koe s9(2)(a)

My apologies for not reverting following your reply to mine.

s9(2)(a)

I appreciate very much this response, since it informs the parties of any next steps that could potentially be pursued.

Title: Determining Boundary's between Oke bay Scenic Reserve and private property

BOI Task Assignment



docCM: 3121156

To:	s9(2)(a)
From:	S9(2)(a) ()
CC	S9(2)(a)
Date:	10/06/19
Accountability for decision:	s9(2)(a)
Context	<p>Hapu have requested that we investigate a recent land survey that was commissioned by Julian Batchelor to determine accuracy of the results as they insist it is encroaching on a historical pathway, they don't accept that the Esplanade Reserve is in the correct location as shown on our GIS mapping tool, Once we have the survey data we can run it past legal with the historical data and get a ruling one way or another.</p>

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Purpose	Establish recent survey by Julian Batchelor is accurate
Quantity	<ul style="list-style-type: none"> • Sufficient information to determine accuracy of survey
Quality	<ul style="list-style-type: none"> • Estimated cost of request • GPS shape files • Mapping used for determining boundaries and any historical data/mapping used • Tools used and accuracy • Reason why new survey pegs might not correlate with old boundary pegs?
Resources	<ul style="list-style-type: none"> • S9(2) for additional context • Assyst system for any advice re GIS mapping or legal •
Timing	<ul style="list-style-type: none"> • 30/06/19 or earlier

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)



Our ref : Ministerial -09-A-0041

29 January 2009

**TO: Sam Lotu-Iiga
Member of Parliament
Maungakiekie**

**FROM: Hon Tim Groser
Minister of Conservation**

**SUBJECT: MINISTERIAL BRIEFING REQUEST 09-A-0041 – JULIAN
BATCHELOR, OKE BAY, ACCESS TO CAPE BRETT WALK**

You have asked for advice on where matters lie regarding Julian Batchelor seeking compensation for the Cape Brett Track passing through his property at Oke Bay, Bay of Islands.

There are two questions that need to be answered:

1. Should the Department of Conservation lease or otherwise pay for a track through the Batchelor property?
2. What is the attitude of tangata whenua to alternative track arrangements and the associated issue of access to a urupa?

Background

The Department of Conservation administers Oke Bay Scenic Reserve [a small Reserve adjacent to Oke Bay Beach] and two larger more significant Reserves on the Cape Brett Peninsula [map attached].

Access to the larger Reserves further out on Cape Brett is generally either via the Cape Brett Track, starting on the Oke Bay Scenic Reserve, or by boat at Deep Water Cove. Access to Oke Bay Scenic Reserve is via a walkway that starts at the end of Rawhiti Rd. The track then crosses Mr Batchelor's property and continues along the Peninsula through Maori land and public conservation land to Cape Brett.

The track to the end of Cape Brett is used by around 1000 trampers each year. Cape Brett Walkways Ltd operates guided and non guided tours using the track and holds a concession to use tracks that pass through conservation land. The Company has affiliations to the Rawhiti 3B2 Trust Board and pays the Trust Board for the use of the track that passes through Maori land.

When the private land at the start of the track came up for sale earlier this year the Department sought funding through the Nature Heritage Fund to purchase the property. The application was unsuccessful.

Should the Department of Conservation lease or otherwise pay for a track through the Batchelor property?

The walking track (aprox 200 metres) through Mr Bachelor's property gives access from the Oke Bay Scenic Reserve track to the Cape Brett track. Walking beyond this point to Cape Brett involves crossing a significant amount of Maori land where the approval of the landowners and payment of an access fee is required. In these circumstances paying more than a token amount for the right of access through Mr Batchelors property seems inappropriate.

My staff have investigated the possibility of realigning the start of the track away from Mr Batchelors property. Unfortunately the land is steep making the formation of an alternative track extremely difficult.

Another option considered was forming a route along the coastline. This was not considered feasible because at spring tide, or when there is a significant onshore wind, there is virtually no flat land to walk on. The rocky platform visitors would walk on can also become slippery and an area of Maori land that would need to be crossed contains significant wahi tapu sites.

There is alternative walking access to Cape Brett via a public walking track that passes through public conservation land at Whangamumu. This alternative route adds two hours to the walk to Cape Brett however it a scenic coastal route.

What is the attitude of tangata whenua to alternative track arrangements and the associated issue of access to an urupa?

My staff met with s9(2)(a) [a key contact from Patukeha Hapu and a Trustee on the Rawhiti 3B2 Trust]. s9(2)(a) has lived in the area for many years and is very familiar with the track and its history.

s9(2)(a) explained that the existing track through Mr Batchelor's property is of great cultural significance to Maori. It is a traditional pathway that has existing for hundreds of years and leads from the urupa at Rawhiti to many significant wahi tapu sites and maunga. Whilst not speaking for all Maori who have interest in the area, s9(2)(a) said it is likely that any realignment of the traditional pathway would meet with a high level of resistance from the Hapu of Patukeha and Ngati Kuta. The Hapu would not support the alternative access option of going along the beach above high tide then through Maori land as there are caves and it is another urupa on this route.

s9(2)(a) went further to explain that there is another track which was cut some time ago from the School on Rawhiti Road through Maori land to where the track exits Mr

Batchelor's land. Although this may provide an alternative start to the track [REDACTED] emphasized the importance of the existing track remaining where it was because of the history associated with its traditional use as a pathway. The alternative would also make the walk to Cape Brett significantly longer

Walking access to the current cemetery/urupa is via the walkway to Oke Bay.

The Bay of Islands [REDACTED] s9(2)(a), as requested by Mr Batchelor, arranged a meeting with the hapu to discuss his development proposals for his land at Oke Bay. Only Ngati Kuta were able to make the meeting, Mr Batchelor is yet to meet with Patukeha. The discussion at the meeting focussed on the development of Batchelor property and how local iwi may be involved.

Mr Batchelor has calculated what he believes is a fair payment for the track passing through his property based on a percentage of the current valuation of the property and adding 30% (compensation for not being able to have full and free access to his property) which comes to an amount of [REDACTED] s9(2)(b)(ii)

The Bay of Islands [REDACTED] s9(2)(a) has indicated that this amount is outside of current funding levels and will seek further advice.

Summary

My Department does not believe it is appropriate to provide for more than a token payment for access through the Batchelor property to Maori land.

Discussions regarding the track and access have yet to occur with local Iwi representatives.

If necessary following this discussion the Department will offer to make a token payment for access. If this is declined and Mr Batchelor requires the access across his property to be closed the signs will be removed and publications indicating this is the start of the Cape Brett Track will be amended. Walkers to Cape Brett will have to take the longer alternative route via Whangamumu or use a boat to get to Deep Water Cove.

Tim Groser
MINISTER OF CONSERVATION



RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Our ref : Ministerial No. 08-B-0267

06 October 2008

**TO: Hon Steve Chadwick
Minister of Conservation**

**FROM: Chris Jenkins
Conservator Northland**

**SUBJECT: MINISTERIAL BRIEFING REQUEST 08-B-0267 – JULIAN
BATCHELOR, OKE BAY, ACCESS TO CAPE BRETT WALK**

Following a meeting you held with the Hon Shane Jones and Mr Julian Batchelor, a landowner at Oke Bay, Bay of Islands, you requested that your Department provide a briefing on the issues raised with possible solutions.

The issues are around the access to Cape Brett walk passing through Julian Batchelors property at Oke Bay, Cape Brett Peninsula in the Bay of Islands. There are two main issues that are required to be addressed :

1. Leasing or paying for a track easement through the Batchelor property
2. What is the tangata whenua attitude to alternative track arrangements and the urupa access issue.

Background

The Department of Conservation administers Oke Bay Scenic Reserve [a small Reserve adjacent to Oke Bay Beach] and two larger more significant Reserves on the Cape Brett Peninsula [maps attached].

Access to the larger reserves is either via the Cape Brett track or by boat at Oregon Cove and Deep Water Cove. Access to the Oke Bay Scenic Reserve and beach is via a walkway from the Rawhiti Rd. Halfway along this walkway the start of the Cape Brett track commences, on the right, through private land (Batchelor) for a distance of approximately 200 metres. The track then continues along the peninsula through maori land and public conservations land to Cape Brett. The Department provides a backcountry hut at Cape Brett in a former lighthouse keepers residence. The track is arduous and it takes approximately eight hours to reach Cape Brett. The track is used by around 1000 trampers each year. Cape Brett Walkways Ltd operate guided and non guided tours using the track and hold a concession to use tracks that pass through conservation land and the hut. The company has affiliations to the Rawhiti 3B2 Trust Board and pay the Trust Board for the use of the track that passes through maori land.

When the private land at the start of the track came up for sale earlier this year the Department sought funding through the Nature Heritage Fund to purchase the property. The application was unsuccessful. A briefing was provided to you explaining the reasons the application was declined.

Options/Issues

Conservancy staff investigated the possibility of realigning the start of the track through the Oke Bay Scenic Reserve. Unfortunately the steep nature of the topography, rising up from the beach to an almost vertical cliff does not allow for access up through the reserve to where the track starts on maori land.

Another option considered using a path above high tide around a rock platform and then through maori land. This is not considered feasible as at spring tide or when there is a significant on shore wind there is virtually no flat land to walk on, the rocky platform can become slippery/dangerous and the area through maori land that would need to be transversed contains significant wahi tapu sites.

Area staff met with s9(2)(a) a key contact from Patukeha hapu and trustee of Rawhiti 3B2 Trust. s9(2)(a) has lived in the area for many years and is very familiar with the track and its history. 9(2)a explained that the track is of great cultural significance to maori. It is a traditional pathway that has existing for hundreds of years and leads from the urupa at Rawhiti to many significant wahi tapu sites and maunga. Whilst not speaking for all maori who have interest in the area, it is very likely that any realignment of the traditional pathway would meet with a high level of resistance from the hapu of Patukeha and Ngati Kuta. They would not support the alternative access option of going along the beach above high tide then through maori land as there are caves and it is an urupa.

9(2)a went further to explain that another track was cut some time ago from the school on Rawhiti Road through maori land to where the track exits the private land (Batchelor's). Although this may provide an alternative start to the track he emphasized the importance of the track remaining where it was because of the history associated with it as a traditional pathway.

Walking access to the current cemetery/urupa is via the walkway to Oke Bay. The carrying of coffins presents a challenge using the walkway as there are a number of steps to negotiate. Coffins are usually taken by vehicle through other private land via a roadway to the north of the urupa.

s9(2)(a) urged the new owner to make contact with the hapu at Rawhiti so they can koreo. The 'take' was between the landowner and tangata whenua.

The s9(2)(a) contacted Julian Batchelor and provided contact details for the local hapu and encouraged him to make contact. He has requested a meeting between the parties.

Summary

The Department is not in a position to provide for a one off or ongoing lease arrangement for access through the Batchelor property to maori land. The appropriateness and setting of precedence of the Department securing a track through private land to join up with other privately owned land needs careful consideration particularly as people using the track through maori land are charged for the privilege.

s9(2)(a)

NORTHLAND

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Ministerial letter template – DOCDM-868702

Specifications

Margins 2.5 cm, font Arial 11 pt, text left-justified
Address starts 10 line spaces from top

This text box will be removed before the draft is submitted to the Minister

Julian Batchelor

Dear Julian

Thank you for your email regarding your concerns at my Department charging for the use of the walking track to the Cape Brett Hut.

My Department does not charge for this access. The majority of the track traverses Maori owned land and the owners, Rawhiti 3B2 Trust charge a fee, which goes towards maintaining the track.

If you wish to pursue the issue of reimbursement for the use of that portion of your land that is part of the walk to the Cape Brett Hut, I suggest that you discuss this with s9(2)(a) s9(2)(a), Bay of Islands [09 407 0305]. s9(2)(a) has the local knowledge and is best placed to advise you on the options available.

As the use of the Departments hut at the end of the Cape Brett peninsular is reliant on visitors using the track crossing private maori land, staff of my Department include the charge for the use of this track on our online booking system when people book the Cape Brett Hut. The portion of the money received for the use of the track is then paid back to the Rawhiti 3B2 Trust.

I therefore confirm that my Department does not derive any financial benefit from the use of the track to the Cape Brett Hut. The only revenue it receives is from the hut fees from the Cape Brett Hut.

I hope this answers your question. Thank you for writing to me.

Yours sincerely

Honourable Maggie Barry ONZM

Minister of Conservation

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Ministerial letter template – DOCDM-868702

Specifications

Margins 2.5 cm, font Arial 11 pt, text left-justified
Address starts 10 line spaces from top

This text box will be removed before the draft is submitted to the Minister

Julian Batchelor

s9(2)(a)

Dear Julian

Thank you for your email of 20 February 2015 regarding your concerns at my Department charging for the use of the walking track to the Cape Brett Hut.

My Department does not charge for this access. The track to the Cape Brett Hut traverses Maori owned land and the owners, Rawhiti 3B2 Trust, charge a cost for access across their land which goes towards maintaining the track. The track is managed by Cape Brett Walkways Limited.

My Department includes the charge for track maintenance on our online booking system when people book the Cape Brett Hut. The portion of the money received for the track is then paid back to the Rawhiti 3B2 Trust. I understand the short section of the track that goes through your property is included in the maintenance regime.

If you wish to discuss this matter further, I suggest that you contact s9(2)(a) s9(2)(a), Bay of Islands [09 407 0305]. s9(2)(a) has the local knowledge and is best placed to advise you on the detail.

I therefore confirm that my Department does not derive any financial benefit from the use of the track to the Cape Brett Hut. The only revenue it receives is from bookings and hut fees for the Cape Brett Hut.

I hope this answers your questions. Thank you for writing to me.

Yours sincerely

Honourable Maggie Barry ONZM

Minister of Conservation

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)



Agreement for the use of the Department of Conservation's National Visitor Booking System by the External Service Provider

THIS AGREEMENT is made this 25th day of November 2009

BETWEEN: The Department of Conservation (Bay of Islands Area Office)

AND: The Cape Brett Walkways – Independent Walks (Concessionaire)

Background:

The National Visitor Booking System (NVB) is a tool that has been endorsed by the Bay of Islands Area Office (BOIAO) based on proven and efficient management of recreational assets. NVB demonstrates its capabilities by providing all New Zealanders and Visitors, free accessibility to book and browse a variety of opportunities to experience recreational activities within the Bay of Islands Area

The movement towards endorsing this tool has provided opportunity for the BOIAO to offer the Cape Brett Walkways - Independent Walks (External Service Provider), the opportunity to have their walking access service featured on NVB, in conjunction with the Cape Brett Hut readily available for public use as of December 1st 2009.

The External Service Provider has verbally accepted the offer of utilising NVB

They have been advised that before the transition takes place, a formal agreement would need to be established.

This agreement has been developed by the Department of Conservation, Bay of Islands Area Office, with the intention for the Cape Brett Walkways Independent Walks to become an External Service Provider as it relates to having their walking track featured on the online booking system with the Cape Brett Hut.

A national standard Service Provider Agreement is in the process of development and anticipates to be released in approximately 6 to 12 months. There is opportunity to review this agreement at that time.

When the BOIAO endorsed the use of NVB, it meant altering aspects of our practices to align with the principals of NVB.

The External Service Provider must agree to the whole of Schedule 1&2 before the transition of the service can be implemented. The essential requirements set out below are key factors that will also be featured in the standard Service Provider Agreement.

The BOIAO has the ability to further add to the National requirements, while operating within the guidelines of the Standard Operating Procedures. This is additional based on a mutual agreement between the Area Office and the Service Provider. (Special Conditions)

(Schedule 1)

Contact Details and Interpretation

1. Contact Details of the Parties

DOC:

The local site administrator

s9(2)(a)

Bay of Islands Area Office

34 Landing Road – P.O. Box 128, Kerikeri

P: (09) 4070300 or F: (09) 4077938

EXTERNAL AGENT PROVIDER:

Cape Brett Walkways – Independent Walks

9(2)(a)

9(2)(a)

Russell

9(2)(a)

2. Variation to Schedule One:

Variations to Schedule One may be made only by e-mail exchange between the External Service Provider and the DOC contact.

3. Interpretation:

For the purposes of the Agreement the following abbreviations and terms apply unless the context otherwise requires:

“Accredited Booking Agent” people or businesses that regularly act on behalf of others to complete bookings for DOC booked facilities or services, often as part of a tourism related business.

“Agreement” means this document and its schedules

“Bay of Islands Area Office (BOIAO)” local administering body on behalf of the organisation

“Department (DOC)” National body – applies to the whole organisation

“External Service Provider” means an approved operator who holds a valid permit (aka concession) to operate or guide their business on or within the direct vicinity of Conservation managed estates, whose services are featured on the DOC Booking System with a service group

“National Visitor Booking System (NVB/Online Booking System)” means the web enabled booking system owned and operated by DOC for booking its facilities and services

“Realised” means revenue no longer held in advance and credited to the destination (in this instance to the External Service Provider)

“Service Group” is a term used to identify an operating recreational area and its facilities, administered by the area office

“Standard Operating Procedures” are the procedures that DOC staffs follow to rationalise decision making processes



(Schedule 2)

AGREEMENT:

1. The ***External Service Provider*** is responsible for managing all financial reconciliations and administration of their business externally from NVB
2. The ***Department*** is responsible for managing all financial reconciliations solely within NVB on behalf of the Service Provider. However, the Department is not connected to any other financial dealings or arrangements the Service Provider may have externally from NVB
3. The ***Department*** is responsible for receiving all third parties monies of which is deposited into an account within NVB, clearly identified in a trust known as Funds on Behalf.
 - a. Monies received on behalf of the ***External Service Provider***, become realised the day after the service is utilised.
 - b. If the service is cancelled by the customer within 24 hours of the booked date, 100% cancellation fees apply. (Refer to **13**)
 - c. All monies claimed from the Department must be invoiced once a month. The invoice is to be generated by the Service Provider.
 - d. The ***Department*** intends to provide accurate information to the Service Provider of the utilised services with a monthly statement of activity
 - e. On the 01st of the month, the ***Department*** will provide the Service Provider with an automated statement of activity of the services utilised for that period
 - f. If the ***External Service Provider*** has any discrepancies with the statement provided by the ***Department***, it is up to the ***External Service Provider*** to identify the discrepancy of which the ***Department*** must provide reason or cause
 - g. The ***Department*** endeavours to credit the ***External Service Provider*** revenue due, within 5-10 working days upon receiving invoice
 - h. An original deposit slip must be supplied to the ***Department*** by the ***External Service Provider*** to validate the designated account where the revenue is to be credited to.
4. Revenue will not be advanced through the National Visitor Booking System to the ***External Service Provider*** for any period other than the current.
5. The ***Department*** is responsible for collecting revenue on behalf of the Service Provider from accredited booking agents of which will be detailed in the monthly statement.
6. The ***External Service Provider*** agrees to pay the ***Department*** a commission fee of ^{s9(2)(i)} of its total revenue earned through the online booking system for creating online visibility of its business for recreational purpose and the cost of all electronic and manual financial transaction processed within NVB.
7. The ***External Service Provider*** is responsible for all asset maintenance and upgrades of the walking track (with the exception of the DOC portion).



Department of Conservation
Te Papa Atawhai

8. The **External Service Provider** is accountable for any health and safety issues that result from the use of its track unless an official notice has been submitted informing public of dangers or closures
9. The **BOIAO** is accountable for any health and safety issues that result from the use of its track unless an official notice has been submitted informing public of dangers or closures
10. The **External Service Provider** agrees to have their service featured live for a period of 12 months starting on the 01st December 09 ending on the 01st December 2010, however if a National Service Provider Agreement is developed within the set period this agreement will immediately be up for renewal.
 - Discussion of continuation of the Service will be reviewed prior to the end date
11. There is a 100% cancellation policy if a cancellation is made 24 hours prior to, or on the day the Service is booked. The Department does not intervene with refunds on behalf of the Service Provider outside of the current cancellation arrangement. It becomes the responsibility of the Service Provider to refund at its own discretion externally from NVB. The Department will not advance money for discretionary cancellations agreed between the Service Provider and the customer.

Special Conditions

12. **The BOIAO agrees to:** actively promote the **External Service Provider** through the DOC website and WebPages as it relates to the Cape Brett Experience, **provided that:**
 - a. **The External Service Provider** is responsible for ensuring the information supplied always remains consistent with the information the **Department** displays on behalf of the **External Service Provider**.
13. **The BOIAO agrees to** submit important messages through NVB on behalf of the **External Service Provider** relating to up and coming events, track closures or changes impinging on or limiting independent access, **provided that:**
 - a. **The External Service Provider agrees to:** give a minimum of 21 days notice to the Department of any planned, up and coming events to be displayed through NVB. The Department encourages written notice by letter or email.
 - b. **Notify the BOIAO of** any health and safety issues of the service that may arise upon discovery. In this instance, verbal notification is acceptable
 - c. **Ensure** they inform the **Department** of changes relating to independent access via this service. Any notification lasting more than 10 days must be written, email correspondence is acceptable.
14. **The BOIAO agrees to:** provide the Service Provider with additional information relating to:
 - i. Visitor Statistics
 - ii. Use of Facilities
 - iii. Financial Activity Reports
 - b. **The BOIAO agrees to:** provide support to the **External Service Provider** as requested relating to any queries or concerns relating to the use of NVB



SIGNED by:

Area Manager Bay of Islands
Rolien Elliot
Date:

In the presence of (witness)
Signature:
Name:
Occupation:
Address:

SIGNED by

Cape Brett Walkways-Independent Walks
(Concessionaire) Peter Stuart/Gary Hooson
Date:

In the presence of (witness)
Signature:
Name:
Occupation:
Address:

Disclaimer: This agreement has been developed on the basis of “good faith” between the Service Provider and the Department of Conservation, Bay of Islands Area and is legally privileged.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

CAPE BRETT WALKWAYS LIMITED

("the Concessionaire")

CONCESSION DOCUMENT
(PERMIT)



Department of Conservation
Te Papa Atawhai

THIS PERMIT is made this day of

2001

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **CAPE BRETT WALWAYS LTD** ("the Concessionaire")

BACKGROUND

- A. The Reserves described in Schedule 1 as the Land is vested in the Grantor;
- 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 Site as is reasonably necessary for the Concessionaire to exercise its rights under this Permit. Access includes helicopter access to the Site 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 Site. 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 Site or the Concessionaire’s facilities on the Site 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 Permit 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, a Park, or a Reserve, whichever is relevant in the context of this Document, being the area more particularly described in Item 1 of Schedule 1; and includes, where relevant, the Site.

“**Park**” means a national park constituted under the National Parks Act 1980.

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

“**Permit**” has the same meaning as “Permit” in section 2 of the Conservation Act 1987 and for purposes of this Document is the Permit granted under this Document by the Grantor to the Concessionaire under either section 17Q of the Conservation Act 1987, section 59A of the Reserves Act 1977 or section 49 of the National Parks Act 1980.

“**Reserve**” means a reserve vested in the Grantor under the Reserves Act 1977.

“**Site**” means, where relevant, part of the Land the details of which are more particularly shown on the plan attached to Schedule 2.

“**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 Wellington.

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 PERMIT

- 2.1 In exercise of the Grantor's powers under section 17Q of the Conservation Act 1987 the Grantor **GRANTS** to the Concessionaire a **PERMIT** to carry out the Concession Activity on the Site 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 **PERMIT** to carry out the Concession Activity on the Site subject to the terms and conditions contained in this Document.
- 2.3 In exercise of the Grantor's powers under section 49 of the National Parks Act 1980 the Grantor **GRANTS** the Concessionaire a **PERMIT** to carry out the Concession Activity on the Site subject to the terms and conditions contained in this Document.

3.0 TERM

- 3.1 The Permit is for the Term specified in Item 3 of Schedule 1.
- 3.2 The Term and all renewals, if any, end on the Final Expiry Date specified in Item 4 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 advance and in the manner directed by the Grantor the Concession Fee plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 5, 6 and 7 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 8 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 Site 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 Site 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 Site 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 Site. 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 Site 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 Site 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 Site.

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 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.

8.0 CONCESSION ACTIVITY

8.1 The Concessionaire is not to use the Site 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 or any general policy statement or management plan under section 44 or 45 of the National Parks Act 1980, which ever is appropriate to the Site, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Site, or affecting or relating to the Concession Activity, including any bylaws made under the Reserves Act 1977 or the National Parks Act 1980.

- 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 Site 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 Site, 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 any money on structures, facilities or alterations on the Site 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 Site any structure, install any facility or alter the Site 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 Site;
 - (b) bringing any structure on to the Site;
 - (c) installing any facilities on the Site; or
 - (d) altering the Site in any way.
- 11.5 The Concessionaire must not commence any work on the Site 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 Site 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 any pest, insect or rodent infestation occurring in or emanating from the Site or any structure or facility on the Site, 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 Site to which users of the building have ready access;
- (e) keep and maintain all building systems and any structure on the Site 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 Site 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 Site; or
- (b) bring any plants, animals, or firearms on to the Site; or
- (c) deposit on the Site debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Site; or
- (d) pile or store materials in any place on the Site where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Site;

13.2 The Concessionaire will keep the Site 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 Site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

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 Site 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 Site 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 Site without the written permission of the Grantor 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 Site 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 Site 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 Site 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 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 Site 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 Site 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 Site 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 Site 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 Site.
- 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, subpermit, 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, subpermitee, 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 Site or the conduct of any person on the Site 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 Site.

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 Site and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

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 Site 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 Site 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 Site and conduct of the Concession Activity on the Site.
- 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 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Site.
- 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 Site to its condition at the commencement of the Term and replant the Site with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

25.0 EXPIRY OF PERMIT

- 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 Site.

- 25.3 Subject to any conditions set out on Schedule 3, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Site 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 Site 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 15 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 Site;
- (c) granting any estate or interest in the Site 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 Site or 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 Permit 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 Permit 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 Site or the Land immediately adjoining the Site (but contained within the Reserves mentioned in Item 1 Schedule I) 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 Site.

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 Site 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 Site. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Site.

Signed by :John Gardiner
Area Manager – Whangarei
Department of Conservation

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

Witness (signature) _____

Witness (print name) _____

Occupation _____

Address _____

Signed by :Cape Brett Walkway Ltd

Director: _____

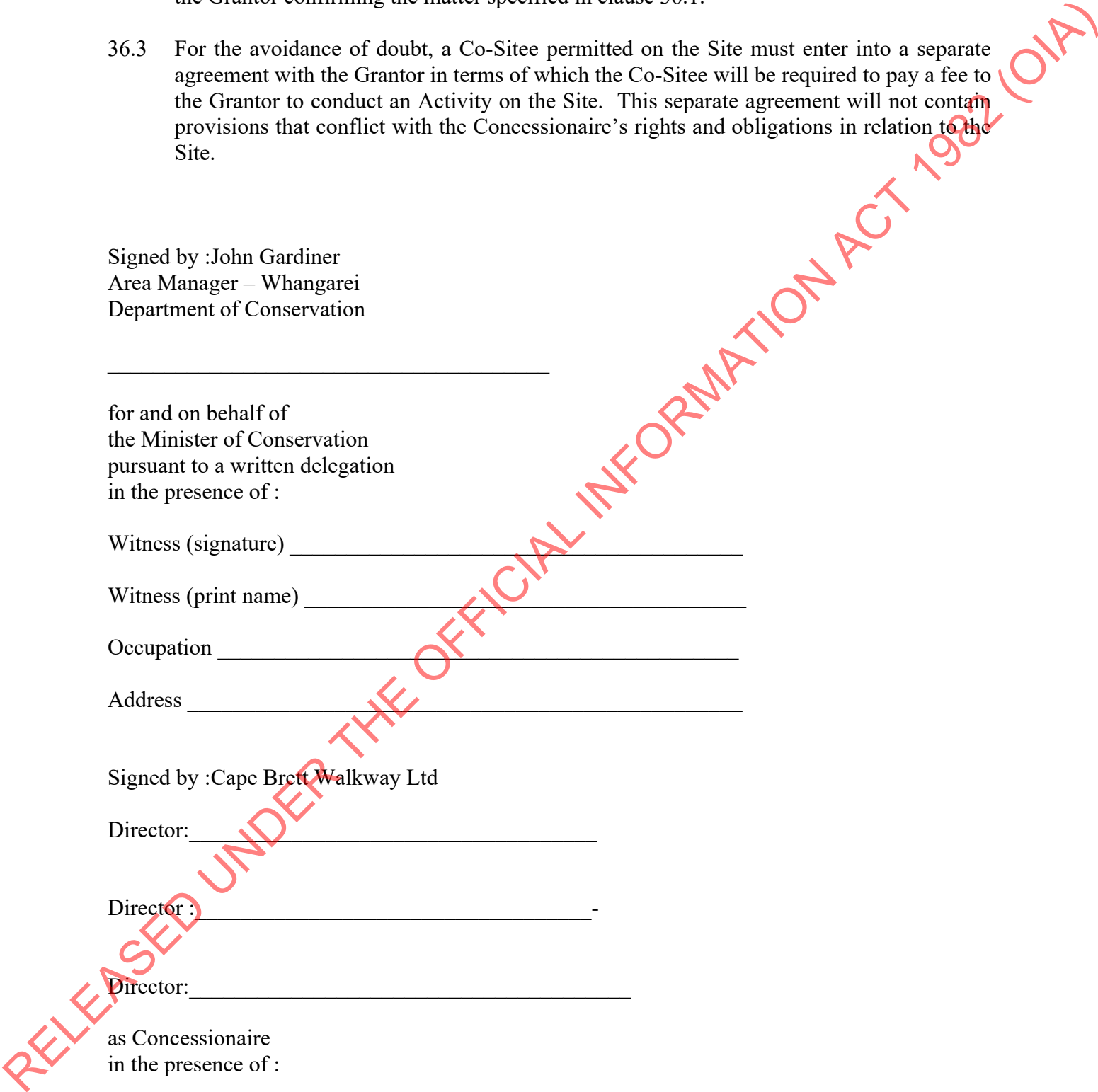
Director : _____ -

Director: _____

as Concessionaire
in the presence of :

Witness (signature) _____

Witness (print name) :
Occupation :




Address :

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 1

1. **Land:** Walking tracks through Whangamumu, Te Toroa , Deep Water Cove and Manawahuna Scenic Reserves as indicated in red on map attached.
2. **Concession Activity:** Guided day walks.
3. **Term:** Five (5) years commencing on _1 October 2001
4. **Final Expiry Date:** 30 September 2006
5. **Concession Fee:**
For the twelve month period from 1 October 2001
the fee will be s9(2)(i) plus gst _

s9(2)(i)



6. **Concession Fee Instalments:** half yearly in arrears
7. **Concession Fee Payment Date:** 1 April and 1 October
8. **Penalty Interest Rate:** 2 per cent above the Westpac Trust indicator lending rate.
9. **Concession Fee Review Date:** 1 October 2002 and then 1 October 2004 in accordance with clause 7.0
10. **Public Liability General Indemnity Cover:**for \$1,000,000
11. **Public Liability Forest & Rural Fire Extension:** \$250,000
12. **Statutory Liability:**not applicable
- 13(a) **Other Types of Insurance:** not applicable
- 13(b) **Amounts Insured for Other Types of Insurances:** not applicable
14. **Environmental Monitoring Contribution:** \$300 pa effective from 1 October 2002.
15. **Address for Notices:**

- (a) Grantor: Northland Conservator, Department of Conservation, PO Box 842, Whangarei
- (b) Concessionaire: Cape Brett Walkway Ltd, c/- Mr R Witehira, PO Box 44. Russell 0255

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 2

Community Service Contribution

Not applicable

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 3

Special Conditions

1. That Grantor does not guarantee accomodation at the Cape Brett Hut . In this regard the Concessionaire to make prior booking for accomodation required and pay the hut fee per person applying from time to time to the Field Centre at the Department of Conservation, Russell . The present hut fee rate is \$8.00 per night adults , \$4.00 per night children (15 years and under). This fee is in addition to the fee outlined in Item 5 Schedule I.
2. That maximum number of bunks that the Concessionaire requires at any one time is limited to eight (8) and that the maximum consecutive nights in any one stay is limited to four (4)
3. The Concessionaire shall submit to the Grantor no later than 1 March of each year record of activity forms for the previous twelve months detailing the number of clients on each trip together with time duration on the Land , the Land visited on that trip and the dates when the Land was visited. A record of activity form shall be submitted showing nil activity if the Concession Activity in not undertaken in any particular year.
4. That the Concessionaire adopt a 1:10 maximum guide ration.

File: PAC 01-06-27

19 April 2023

9(2)a

Cape Brett Walkways Ltd
PO Box 149
RUSSELL 0242

Dear 9(2)a

Re: Concessions – Guided Walks Various Bay of Islands locations

You may be aware that your Concession for guided walks has a condition that allows the Department to review the concession fee payable. The dates for the review are 1 October 2009 and 31 December 2009 respectively.

I appreciate that you are not currently operating but am writing to advise you that in the event of recommencing operating your concession activity, there would be no change to the concession fee.

If you have any queries please do not hesitate to contact me on 9(2)(a) or email msheid@doc.govt.nz.

Yours sincerely

s9(2)(a)

for Conservator

Concession number: NO-20728-GUI

DATED 27th July 2007

Between

MINISTER OF CONSERVATION
("the Grantor")

and

CAPE BRETT WALKWAYS
("the Concessionaire")

CONCESSION DOCUMENT
(PERMIT)



Department of Conservation
Te Papa Atawhai

RECEIVED
DEPT OF CONSERVATION

17 JUL 2007

NORTHLAND CONSERVANCY OFFICE

THIS PERMIT is made this 27th day of July 2007

PARTIES:

1. MINISTER OF CONSERVATION, ("the Grantor")
2. CAPE BRETT WALKWAYS LTD, ("the Concessionaire")

BACKGROUND

- A. The Reserve described in Schedule 1 as the Land is vested in the Grantor;
- 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 Site as is reasonably necessary for the Concessionaire to exercise its rights under this Permit. Access includes helicopter access to the Site 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.

THE BODY OF THIS PERMIT COULD NOT BE SCANNED

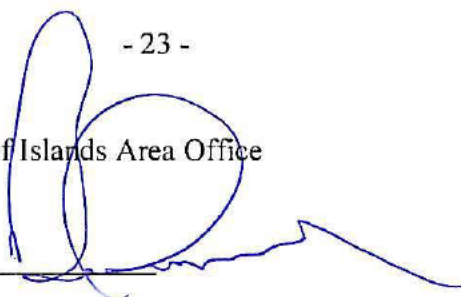
PLEASE REFER TO THE DOCUMENT NUMBER SHOWN AT THE FOOT OF

FOLLOWING PAGE TO ACCESS THE PERMIT STANDARD CONDITIONS

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Signed by :

Area Manager, Bay of Islands Area Office



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

Witness (signature) Moretti

Witness (print name) Pauline Moretti

Occupation Ranger

Address Kerikeri

Signed by : **CAPE BRETT WALKWAYS LTD**

Director 

Director 

as Concessionaire

in the presence of :

Witness (signature) 

Witness (print name) : Pania Anne Sigley

Occupation : Practice manager

Address : 11 Beesford Street, Russell

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 1

1. **Land:** Walking tracks through Whangamumu, Te Toroa, Deep Water Cove and Manawahuna Scenic Reserves as indicated in red on map attached.
2. **Concession Activity:** Guided day walks.
3. **Term:** Five (5) years commencing on 1 October 2006
4. **Final Expiry Date:** 30 September 2011
5. **Concession Fee:**

s9(2)(i)



6. **Concession Fee Instalments:** half yearly in arrears
7. **Concession Fee Payment Date:** 20th April and 20th October
8. **Penalty Interest Rate:** 2 per cent above the Westpac Trust indicator lending rate.
- 9.
10. **Concession Fee Review Date:** 1 October 2009
11. **Public Liability General Indemnity Cover:** for \$1,000,000
11. **Public Liability Forest & Rural Fire Extension:** for \$250,000.00
12. **Statutory Liability:** not applicable
- 13(a) **Other Types of Insurance:** not applicable
- 13(b) **Amounts Insured for Other Types of Insurances:** not applicable
14. **Environmental Monitoring Contribution:** \$300.00 plus GST pa payable upon receipt of GST invoice issued by the Grantor.

15. **Address for Notices:**

- (a) Grantor: Northland Conservator, Department of Conservation, PO Box 842, Whangarei
- (b) Concessionaire: Cape Brett Walkways Ltd, PO Box 149, Russell

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 2

Community Service Contribution

Nil

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

SCHEDULE 3

Special Conditions

1. That Grantor does not guarantee accommodation at the Cape Brett Hut. In this regard the Concessionaire to make prior booking for accommodation required and to pay the hut fee per person applying from time to time to the Field Centre at the Department of Conservation, Russell. The present hut fee rate is \$12.00 per night adults, \$6.00 per night children (15 years and under.) This fee is in addition to the fee outlined in Item 5 Schedule I.
2. That maximum number of bunks that the Concessionaire requires at any one time is limited to eight (8) and that the maximum consecutive nights in any one stay is limited to four (4).
3. The Concessionaire shall submit to the Grantor no later than 5th April and 5th October of each year an Activity Form for the previous six months detailing the number of clients on each trip together with time duration on the Land, the Land visited on that trip and the dates when the Land was visited. An Activity Form shall be submitted showing nil activity if the Concession Activity is not undertaken in any particular year.
4. That the Concessionaire maintains a 1:10 maximum guide ratio.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

**SCHEDULE IV
DECLARATION OF CONCESSION ACTIVITY FEE**

**Cape Brett Walkways Ltd (15021-GUI)
Northland Conservancy**

Fee Return for Period: _____ to _____

Month	No of clients 1-4 hours	1- 4 hour fee per client	Total 1-4 hour fee \$	No of clients over 4 hours	Over 4 hours fee per client	Total over 4 hour fee \$	Total for Month \$	Sites Visited & Numbers of Visits each month (Please use separate page if more space required)
October								
November								
December								
January								
February								
March								
April								
May								
June								
July								
August								
September								

s9(2)(i)

Sub-Total _____
 Plus Gst _____
s9(2)(i) _____
 Total (inc GST) _____

Please forward to: Northland Conservancy Office PO Box 842 Whangarei

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

Q05 014
Manawahuna

Q05 013
Deep Water Cove
Sce Res

008
puka Island
Res

1
ma Bay

Oke Bay Sce Res
Q05 012

Q05 016
Te Toroa Sce Res

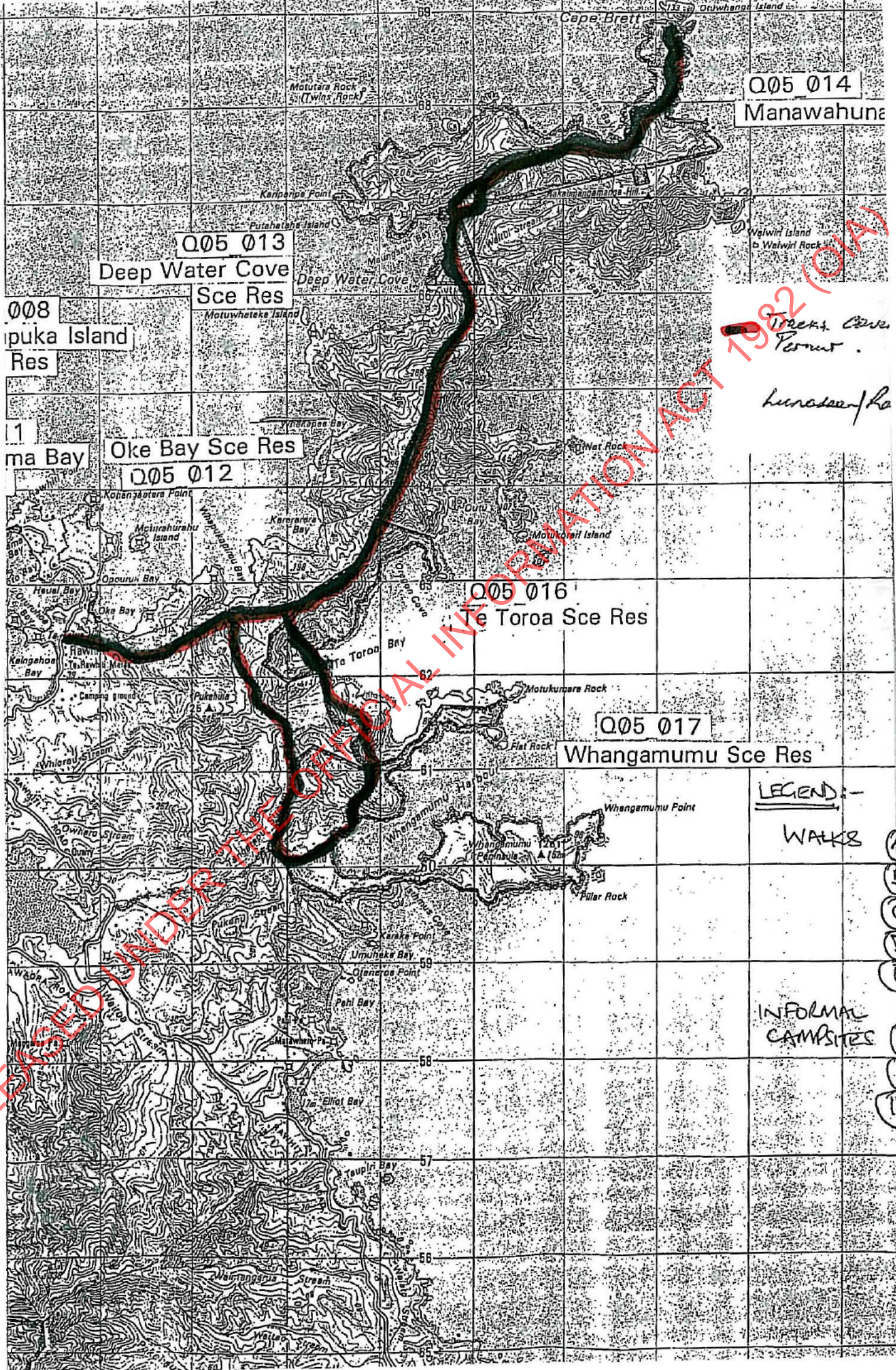
Q05 017
Whangamumu Sce Res

LEGEND:-
WALKS

INFORMAL
CAMPSITES

Tracks, Caves
Formal
Luncheon/ka

RELEASE UNDER THE OFFICIAL INFORMATION ACT



File: PAC 01-06-27

Cape Brett Walkways Ltd
PO Box 149
RUSSELL

Dear 9(2)a

SUBJECT: CONCESSION APPLICATION

Thank you for lodging your application to vary your Cape Brett concession. I can formally advise you that the Department 'accepts' your application and that I will be your case manager. We have made an initial assessment of your application and respond as follows.

Application Classification

Your application has been classified as one which can be considered as a Concession Permit Low Impact (non-notified), under Section 17Q of the Conservation Act. Public advertising will therefore not be required.

Estimate of Processing Time and Cost

I can inform you that our estimated costs to assess the various segments of your application will be s9(2)(i) plus GST. If at any stage further costs are incurred, we will inform you in advance of what they are likely to be.

It is important for you to be aware that if, at any stage, you wish to withdraw your application, you must pay the costs incurred by the Department up to that point. In addition, if your application is unsuccessful, the money paid to the Department to cover the processing costs will not be refunded.

Additional Information

To ensure your application is complete, the Department may request additional information at any stage during processing. Information requested will relate to sections 17S or 17U of the Conservation Act 1987. From our initial assessment of your application we can confirm that the application contains enough information to be processed at this stage. Thank you for your efforts in this regard.

If you have any questions about the information contained in this letter, or the application process, please do not hesitate to contact me.

Yours faithfully

9(2)(a)
for Conservator Northland

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982 (OIA)

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

CAPE BRETT WALKWAYS
("the Concessionaire")

CONCESSION DOCUMENT
(PERMIT)



Department of Conservation
Te Papa Atawhai

THIS PERMIT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **CAPE BRETT WALKWAYS LTD**, ("the Concessionaire")

BACKGROUND

- A. The Reserve described in Schedule 1 as the Land is vested in the Grantor;
- 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 Site as is reasonably necessary for the Concessionaire to exercise its rights under this Permit. Access includes helicopter access to the Site 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 5 of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Site. It includes any variation in that amount following a Concession Fee Review.

“**Concession Fee Payment Date**” means the date specified in Item 7 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 9 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 Site or the Concessionaire's facilities on the Site 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 Permit and any subsequent amendments and all schedules, annexures, and plans attached to it.

“**Final Expiry Date**” means the date specified in Item 4 of Schedule 1.

“**Guarantor**”, where relevant, means the person guaranteeing this Document under clause 35.

“**Land**” means a Conservation Area, a Park, or a Reserve, whichever is relevant in the context of this Document, being the area more particularly described in Item 1 of Schedule 1; and includes, where relevant, the Site.

“**Park**” means a national park constituted under the National Parks Act 1980.

“**Penalty Interest Rate**” means the rate specified in Item 8 of Schedule 1.

“**Permit**” has the same meaning as “Permit” in section 2 of the Conservation Act 1987 and for purposes of this Document is the Permit granted under this Document by the

Grantor to the Concessionaire under either section 17Q of the Conservation Act 1987, section 59A of the Reserves Act 1977 or section 49 of the National Parks Act 1980.

“**Reserve**” means a reserve vested in the Grantor under the Reserves Act 1977.

“**Site**” means, where relevant, part of the Land the details of which are more particularly shown on the plan attached to Schedule 2.

“**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 Wellington.

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 PERMIT

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

3.0 TERM

- 3.1 The Permit is for the Term specified in Item 3 of Schedule 1.
- 3.2 The Term and all renewals, if any, end on the Final Expiry Date specified in Item 4 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 advance and in the manner directed by the Grantor the Concession Fee plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 5, 6 and 7 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 8 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 rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable by virtue of the Concessionaire's use of the Site 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 Site 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 Site 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 Site. 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.

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 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.

8.0 CONCESSION ACTIVITY

8.1 The Concessionaire is not to use the Site 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 1977 or any general policy statement or management plan under section 44 or 45 of the National Parks Act 1980, which ever is appropriate to the Site, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Site, or affecting or relating to the Concession Activity, including any bylaws made under the Reserves Act 1977 or the National Parks Act 1980.

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 Site 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 Site, 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 any money on structures, facilities or alterations on the Site 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 Site any structure, install any facility or alter the Site 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 Site;
 - (b) bringing any structure on to the Site;
 - (c) installing any facilities on the Site; or
 - (d) altering the Site in any way.
- 11.5 The Concessionaire must not commence any work on the Site 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 Site 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 any pest, insect or rodent infestation occurring in or emanating from the Site or any structure or facility on the Site, 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 Site to which users of the building have ready access;
 - (e) keep and maintain all building systems and any structure on the Site 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 Site 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 Site; or
- (b) bring any plants, animals, or firearms on to the Site; or
- (c) deposit on the Site debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Site; or
- (d) pile or store materials in any place on the Site where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Site;

13.2 The Concessionaire will keep the Site 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 Site if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

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 Site 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 Site 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 Site without the written permission of the Grantor 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 Site 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 Hazardous Substances and New Organisms Act 1996;
- (d) comply with the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Site 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 Site 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 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 Site 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 Site 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 Site 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 Site 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 Site.
- 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, subpermit, 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, subpermittee, 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 Site or the conduct of any person on the Site 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 Site.
- 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 Site and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
 - (b) statutory liability for the amount specified in Item 12 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.
- 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 Site 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 Site 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 Site and conduct of the Concession Activity on the Site.

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 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Site.

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 Site to its condition at the commencement of the Term and replant the Site with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

25.0 EXPIRY OF PERMIT

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 Site.

25.3 Subject to any conditions set out on Schedule 3, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Site 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 Site 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 15 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 Site;
 - (c) granting any estate or interest in the Site 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 Site or 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 Permit 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 Permit 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 Site or the Land immediately adjoining the Site except when a Concessionaire demonstrates to the reasonable satisfaction of the Grantor that the Co-Siting by a third party:

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

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 Site 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 Site. This separate agreement will not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Site.

Signed by :

Area Manager, Bay of Islands Area Office

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

Witness (signature) _____

Witness (print name) _____

Occupation _____

Address _____

Signed by : **CAPE BRETT WALKWAYS LTD**

Director _____

Director _____

as Concessionaire

in the presence of :

Witness (signature) _____

Witness (print name) : _____

Occupation : _____

Address : _____

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SCHEDULE 1

1. **Land:** Walking tracks through Whangamumu, Te Toroa, Deep Water Cove and Manawahuna Scenic Reserves as indicated in red on map attached.
2. **Concession Activity:** Guided day walks.
3. **Term:** Five (5) years commencing on 1 October 2006
4. **Final Expiry Date:** 30 September 2011
5. **Concession Fee:**

■

[REDACTED]

■

[REDACTED]

whichever is the greater.

The above fee relates only to the tracks being used across the reserves outlined in Item 1 above and excludes any fee that may be chargeable on tracks that cross private land adjacent.

6. **Concession Fee Instalments:** half yearly in arrears
7. **Concession Fee Payment Date:** 20th April and 20th October
8. **Penalty Interest Rate:** 2 per cent above the Westpac Trust indicator lending rate.
- 9.
10. **Concession Fee Review Date:** 1 October 2009
11. **Public Liability General Indemnity Cover:** for \$1,000,000
11. **Public Liability Forest & Rural Fire Extension:** for \$250,000.00
12. **Statutory Liability:** not applicable
- 13(a) **Other Types of Insurance:** not applicable
- 13(b) **Amounts Insured for Other Types of Insurances:** not applicable
14. **Environmental Monitoring Contribution:** \$300.00 plus GST pa payable upon receipt of GST invoice issued by the Grantor.

15. **Address for Notices:**

- (a) Grantor: Northland Conservator, Department of Conservation, PO Box 842, Whangarei
- (b) Concessionaire: Cape Brett Walkways Ltd, PO Box 149, Russell

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SCHEDULE 2

Community Service Contribution

Nil

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SCHEDULE 3

Special Conditions

1. That Grantor does not guarantee accommodation at the Cape Brett Hut. In this regard the Concessionaire to make prior booking for accommodation required and to pay the hut fee per person applying from time to time to the Field Centre at the Department of Conservation, Russell. The present hut fee rate is \$12.00 per night adults, \$6.00 per night children (15 years and under.) This fee is in addition to the fee outlined in Item 5 Schedule I.
2. That maximum number of bunks that the Concessionaire requires at any one time is limited to eight (8) and that the maximum consecutive nights in any one stay is limited to four (4).
3. The Concessionaire shall submit to the Grantor no later than 5th April and 5th October of each year an Activity Form for the previous six months detailing the number of clients on each trip together with time duration on the Land, the Land visited on that trip and the dates when the Land was visited. An Activity Form shall be submitted showing nil activity if the Concession Activity is not undertaken in any particular year.
4. That the Concessionaire maintains a 1:10 maximum guide ratio.

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Report to: Area Manager, Bay of Islands Area Office

Low Impact, Non-notified Application for a Concession by:
Cape Brett Walkways Ltd

The purpose of this report is to consider the application as prescribed by the relevant legislation and recommend whether the application should be approved.

The Law

The considerations under Part IIIB of the Conservation Act 1987 for this concession include:

- *Section 17S, 'Contents of the application'*. This is discussed in section 2 of this report.
- *Section 17T, 'Process for a complete application'*. This is not a direct consideration, but a part of the act that enables the proper processing of this application. This includes a 17T(2) which requires the Minister to decline an application within 20 working days of it being deemed complete, if the "...application does not comply or is inconsistent with the provisions of this Act or any other relevant conservation management strategy or plan..." Section 17T(5) provides that before "granting any permit or easement in respect of a conservation area, the Minister may, if, having regard to the effects of the permit or easement, he or she considers it appropriate to give public notice of the intention to do so, give such notice; and section 49 of this Act shall apply accordingly."
- *Section 17U 'Matters to be considered by the Minister'* - including but not limited to; the consideration of the effects of the proposal (s17U (1)(b)), measures that can be taken to avoid, remedy, or mitigate, any adverse effects of the activity (s17U (1)(c)) and the purpose for which the land is held under the relevant legislation (s17U(3)). This is discussed in section 3 of this report.
- *Section 17W, 'Relationship between concessions and conservation management strategies and plans'*. This is discussed in section 4 of this report.



Department of Conservation
Te Papa Atawhai

Application Form

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1.0 Contents of the Application - Section 17S(1)

Inserted above is the completed application form.

2.0 Process for Complete Application - Section 17T(2)

An application is deemed complete once all information required under section 17S has been received.

Section 17T(2) requires the Minister to decline an application within 20 working days of it being deemed complete, if the “...*application does not comply or is inconsistent with the provisions of this Act or any other relevant conservation management strategy or plan...*”

Comment

This application is considered complete enough to allow further consideration. A determination of whether the application does not comply, or is inconsistent with the provisions of this Act, or any other relevant conservation management strategy or plan is provided in the conclusion of this report, after the considerations in section 17U, and 17W.

3.0 Matters for Consideration

Section 17U(1), (2) and (3) require the Minister to have regard to the following matters:

3.1 Nature of Activity - Section 17U(1)(a)

Guiding

Location	Activity
Cape Brett Track - Deep Water Cove to Cape Brett	Day Walks
Manawahuna Scenic Reserve	Day Walks
Te Toroa Scenic Reserve	Day Walks
Whangamumu Scenic Reserve	Day Walks

Comment

The application is a renewal of the same activity undertaken under their previous concession that expired on 30 September 2006.

The maximum number of persons per trip is eight and the duration of the trip is less than four hours.

Activity Return for year from 1 October 05 to 30 September 06 shows a total of 98 persons taken.

3.2 Effects of Activity - Section 17U(1)(b) and any Measures to Avoid, Remedy, or Mitigate Any Adverse Effects - Section 17U(1)(c)

The applicant has made an assessment of the effects of the proposed activity and suggested mitigation measures (refer section H of the application form).

Comment

Adherence to standard conditions included in the contract will ensure the applicant avoids, remedies or mitigates many of the effects of the proposed activity.

3.3 Term

The term applied for is for 5 (five) years from 1 October 2006 to 30 September 2011.

Comment

Appropriate for this type of activity in this location.

3.4 Any information Received by the Minister under Section 17S or 17T of this Act - Section 17U(1)(d)

Copies of the application and accompanying documentation were forwarded to the Bay of Islands Area Office. The Assessment Officer advises that the application has been approved and informs that the Cape Brett Hut fees are now \$12 per adult and \$6 per child. The Assessment Officer also states that iwi also support the application with requests that a non-exclusive clause be included in the conditions, that the 3B2 track be maintained and to hear the stories relating to Urupukapuka/Moturua Island.

Comments

Hut costs will be included as a special condition in the Permit. The Assessment Officer recommended that the non-exclusive clause need not be included in the Permit, that the 3B2 track is not the Departments responsibility (but to ensure that the safety issue has been included in the Safety Plan) and to keep the sharing of stories in the concession conditions. (However, these stories relate to a separate concession Cape Brett Walkways has on Urupukapuka and Moturua Islands.)

3.5 Any Relevant Environmental Impact Assessment Including Audit, or Review - Section 17U(1)(e)

The applicant has provided an adequate environmental impact assessment for the proposed activity. No further information was considered necessary.

3.6 Public Notification - Section 17U(1)(f)

Public notification is not required as this application is for a low impact activity and for a term of five years or less.

3.7 Any Relevant Information Which May be Withheld Under the Official Information Act 1982, or the Privacy Act 1993 - Section 17U(1)(g)

While any request for information under the Privacy Act, or the Official Information Act would be considered on its merits and on a case by case basis, there is no relevant information concerning this application which may be withheld under the Official Information Act, or Privacy Act.

3.8 Decline of Application - Section 17U(2)

This provides for the Minister to decline any application if the Minister considers that;

(a) *The information available is insufficient or inadequate to enable him or her to assess the effects (including the effects of any proposed methods to avoid, remedy, or mitigate the adverse effects) of any activity, structure, or facility; or*

(b) *There are no adequate methods or no reasonable methods for remedying, avoiding, or mitigating the adverse effects of the activity, structure, or facility.”*

Comment

It is considered that there is sufficient information on the effects of this proposal to enable the Minister to assess the effects of the proposed activity.

It is considered that the Department's standard contract conditions and special conditions will allow the applicant to avoid, remedy, or mitigate the effects of the application, if it is to be granted.

3.9 Purpose for Which the Land is Held - Section and 17U(3)

The areas under application are Land managed under the Conservation Act 1987, the National Parks Act 1980, and the Reserves Act 1977. The Minister may not grant a concession if the proposed activity is contrary to the purpose for which the land is held.

Reserves Act 1977

Reserves are managed by the Department for the purpose of “*providing for the preservation and management for the benefit and enjoyment of the public*”, areas of New Zealand possessing a number of values or features as set out in Section 3(a) of the Act.

Comment

The use of the land for the purposes of the proposed Guiding is not inconsistent with the purpose for which that land is held.

4.0 Planning Instruments

4.1 Relationship between Concessions and Conservation Management Strategies and Plans - Section 17W

Section 17W(1) Where a conservation management strategy, or conservation management plan, has been established for a conservation area and the strategy, or plan, provides for the issue of a concession, a concession shall not be granted in that case unless the concession and its granting is consistent with the strategy, or plan.

Section 17W(2)(b) allows the Minister to grant a concession if the management plan does not make provision for the activity, provided it complies with sections 17S, 17T and 17U of the Conservation Act.

Section 17W(3) of the Conservation Act states that “the Minister may decline any application, whether, or not, it is in accordance with any relevant conservation management strategy, or conservation management plan, if he or she considers that the effects of the activity are such that that a review of the strategy, or plan, or the preparation of a strategy, or plan is more appropriate.”

4.2 Northland Conservation Management Strategy

The Northland Conservation Management Strategy (CMS) will be relevant to the areas under application.

Comment

This application is not inconsistent with the objectives of the CMS and where contract conditions will ensure that the objectives detailed above will be met.

4.3 Conservation Management Plan

There is no such plan.

5.0 Conclusions and Special Conditions

The information provided by the applicant is complete enough to allow further consideration.

It is considered that the proposal complies with the provisions of Part IIIB of the Conservation Act 1987, section 49 of the National Parks Act 1980 and section 59A of the Reserves Act 1977.

In addition to the Department’s standard concession conditions a number of special conditions are considered appropriate (refer **schedule III** of the contract).

6.0 Applicant’s Comments

The recommendation for this application has not warranted sending the draft report to the applicant for comment.

7.0 Recommendation

Pursuant to the written delegation by the Minister of Conservation it is recommended that the Community Relations Manager:

1. **Determine** that, having regard to the effects of the proposed activity it is not considered appropriate to give public notice of intention to grant this concession.
2. **Approve** the grant of a five year concession to Cape Brett Walkways Ltd subject to the standard and special conditions identified herein;

Marie Sheild
Community Relations Officer (Concessions)
Date:

Concessions Supervisor comments:
Date:

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Recommendation:	1. Approved / Declined
	2. Approved / Declined
<hr/>	
Area Manager, Bay of Islands Area Office	
Date: / / 2007	



Department of Conservation
Te Papa Atawhai

File: PAC 01-06-27

19 April 2023

Cape Brett Walkways Ltd
PO Box 149
RUSSELL 0242

Dear 9(2)a

Re: Concession – Guided Walks

I enclose your cheque for 9(2)(b)(ii) which was payment for the Environmental Monitoring Contribution which was charged in error.

Yours faithfully

9(2)(a)
for Conservator Northland

DDI 9(2)(a)

Email 9(2)(a)

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