



Department of Conservation  
*Te Papa Atawhai*

## Concession Document (Lease and Licence and Easement)

Concession Number: 74167-SKI

**THIS DOCUMENT** is made this 22<sup>nd</sup> day of December 2023

### **PARTIES:**

**Minister of Conservation** (the Grantor)

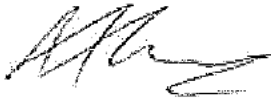


**NZSki Limited** (the Concessionaire)

### **BACKGROUND**

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

### **OPERATIVE PARTS**

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

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|    | SIGNED by <b>NZSki Limited</b> by <b>Sec 9(2)(a)</b><br>Chief Executive Officer, having authority to enter <b>Sec 9(2)(a)</b> |
| SIGNED on behalf of the Minister of Conservation by <b>Aaron Fleming, Director Operations, Southern South Island</b> , acting under delegated authority |   |
| in the presence of:   | in the presence of:   |
| Witness Signature:   | Witness Signature: <b>Sec 9(2)(a)</b>   |
| Witness Name: Rebecca Picard  | Witness Name: <b>Sec 9(2)(a)</b>  |
| Witness Occupation: Business Support  | Witness Occupation: <i>Office Manager</i>   |
| Witness Address: 1 Ballantyne Road, Wanaka 9305   | Witness Address: <b>Sec 9(2)(a)</b>   |
| A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.                           |   |

**SCHEDULE 1**

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| <p>1.</p> | <p><b>Land</b><br/>(clause 1 of Schedule 2)</p> | <p>The areas of land outlined in purple on Maps 1 and 2 of Schedule 4 and which form part of the recreation reserve known as the Coronet Peak Recreation Reserve (F41123)</p> <p>Legal Description: Part Section 17 Block XVI and Section 31 Block XVII and Lot 1 DP300051 Shotover Survey District as contained in record of title OT15C/305</p> <p>Map Reference: NaPALIS ID: 2804705 Approximate GPS NZTM 2000: E1263546 N5016307 (main complex JSD Building)</p> <p><b>The Land is comprised of the Lease Land, the Licence Land and the Easement Land which are more particularly described below.</b></p> <p><b><u>Lease Land</u></b><br/>Those parts of the Land measuring approximately 5.6499 hectares in total whose general locations are depicted in Map 2 and Map 5 of Schedule 4 and which are more particularly described in the Schedule 4.1 table as being leased. The size of each leased area is set out in column 4 of the Schedule 4.1 table.</p> <p><b><u>Licence Land</u></b><br/>That part of the Land measuring approximately 279.3501 hectares and which is generally comprised of the skiable terrain, timber viewing deck, vehicle parks and access-ways as shown on Maps 1 and 2 of Schedule 4 but excluding the Lease Land and those areas which are, or may in the future be, leased to third parties including, but not limited to:</p> <ul style="list-style-type: none"> <li>A. Gobblers Lodge (Coronet Work Limited)</li> <li>B. Rocky Gully Ski Club</li> <li>C. Wakatipu Ski Club</li> <li>D. Southland Ski Club</li> <li>E. Vincent Ski Club</li> <li>F. Otago Ski Club</li> </ul> <p><b><u>Easement Land (in gross)</u></b><br/>Those parts of the Land which are depicted on Maps 3, 3.1 and 4 and described in column 3 of Table 4.1 of Schedule 4 as being easements and which, together, measure approximately 11.4346 hectares.</p> |
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| <p>2.</p> | <p><b>Concession Activity</b><br/>(clause 2 of Schedule 2)</p> | <p>Subject to the limitations in Schedules 2 and 3, the Concessionaire may carry out the following activities upon the Land:</p> <ol style="list-style-type: none"> <li>1. Those activities directly connected with operation of a commercial ski-field including the following:             <ol style="list-style-type: none"> <li>(a) maintaining or modifying the skiable terrain;</li> <li>(b) carrying out avalanche prevention;</li> <li>(c) operating snow making and snow grooming machinery;</li> <li>(d) providing first aid and ski patrol services;</li> <li>(e) providing search and rescue services;</li> <li>(f) providing ski school services; and</li> <li>(g) selling, hiring or servicing snow-sports equipment other than snow vehicles.</li> </ol> </li> <li>2. Manage, operate, maintain and repair the structures and facilities listed in the Schedule 4.1 table for the primary purposes listed in that table;</li> <li>3. Use the eight-seater gondola cabins on the Coronet Express Telemix Chairlift;</li> <li>4. Establish, operate, maintain and repair a "Snowfactory" snow-making facility;</li> <li>5. Sell ski-lift tickets and operate the ski-lift equipment in order to provide access to the Land for summer and winter sports and recreational activities;</li> <li>6. Sell food and beverages from within JSD's Lodge (base building) café, Heidi's Hut café and Ice Bar;</li> <li>7. Use the al fresco dining area hatched in yellow and blue in Map 5 of Schedule 4 for the purposes of providing outdoor seating, tables and providing dining services to the public;</li> <li>8. Undertake helicopter operations to support health and safety work, search and rescue activities, avalanche management and to respond to medical emergencies;</li> <li>9. Maintain and repair the 7 vehicle car-parks and their access-ways;</li> <li>10. Undertake filming, including by drone, to promote the Concessionaire's activities approved under this Concession.</li> <li>11. In respect of the Easement Land, use the Easement Land and the existing easement structures and facilities located on or in the Easement Land for purposes connected with:             <ol style="list-style-type: none"> <li>(a) storage and conveyance of water:</li> <li>(b) drainage of sewage:</li> <li>(c) conveyance of electricity:</li> </ol> </li> </ol> |
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|    |  | <p>(d) conveyance of telecommunications and computer media:</p> <p>(e) conveyance of gas (compressed air)</p> <p>(f) the passing and repassing with ski-lift cables, associated ski-lift chairs or gondolas and pylons.</p> <p>12. Use vehicles where that use is necessary and directly connected with the activities listed in 1 to 11 above.</p> |
| 3. | <b>Term</b><br>(clause 4 of Schedule 2)  | The period commencing on the date of final execution and terminating on 30 June 2059  |
| 4. | <b>Renewal(s)</b><br>(clause 4 of Schedule 2)  | Not applicable  |
| 5. | <b>Final Expiry Date</b><br>(clause 4 of Schedule 2)   | 30 June 2059  |
| 6. | <b>Concession Fee</b><br>(clause 5 of Schedule 2, clauses 87-95 of Schedule 3, Schedule 6)         | <p><b>(a) Concession Activity Fee:</b><br/>Sec 9(2)(i)</p> <p>AND</p> <p><b>(b) Concession Management Fee:</b><br/>Sec 9(2)(i)</p>  |
| 7. | <b>Environmental Monitoring Contribution</b><br>(clause 10 of Schedule 2, clause 79 of Schedule 3) | Not required as at date of commencement   |
| 8. | <b>Community Services Contribution</b><br>(clause 7 of Schedule 2)                                 | Such sums as may be notified from time-to-time by the Grantor in accordance with section 17ZH of the Conservation Act 1987  |
| 9. | <b>Total Payment to be made per annum</b><br>(clause 5 of Schedule 2)                              | <p>Concession Activity Fee (Item 6);</p> <p>AND</p> <p>the Concession Management Fee (Item 6);</p> <p>AND</p> <p>the Environment Monitoring Contribution (Item 7);</p> <p>AND</p> <p>the Community Services Contribution (Item 8).</p>  |

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| 10. | <b>Total Payment instalment(s)</b><br>(clause 5 of Schedule 2)                                    | As per Item 9 above  |
| 11. | <b>Concession Fee Payment Date(s)</b><br>(clause 5 of Schedule 2, clauses 87 to 95 of Schedule 3) | <p><b>(a) Concession Management Fee</b> (Item 6), <b>Environmental Monitoring Contribution</b> (Item 7), are payable in <u>advance</u> on each annual anniversary of the Commencement Date during the Term as detailed in Item 3 of Schedule 1. Payment to be made on or before the date specified on the invoice issued by the Grantor.</p> <p><b>(b) Concession Activity Fee</b> (Item 6):<br/>is payable in arrears for each Concessions Year (or part-year) and is due on or before the payment date specified by the Grantor in the Grantor's invoices.</p> <p><b>(c) Community Services Contribution</b> (Item 8):<br/>Payable in accordance with notices received from the Grantor pursuant to section 17ZH of the Conservation Act 1987.</p> |
| 12. | <b>Penalty Interest Rate</b><br>(clause 5 of Schedule 2)  | Double the current Official Cash Rate (OCR).<br><a href="#">See Reserve Bank of New Zealand website</a>  |
| 13. | <b>Concession Fee Review Date(s)</b><br>(clause 6 of Schedule 2)                                  | 1 November 2026, 1 November 2029, 1 November 2032, 1 November 2035, 1 November 2038, 1 November 2041, 1 November 2044, 1 November 2047, 1 November 2050, 1 November 2053, 1 November 2056.   |
| 14. | <b>Insurance</b><br>(To be obtained by Concessionaire)<br>(clause 13 of Schedule 2)               | Types and amounts:<br>Public Liability Insurance for:<br>(a) General indemnity for an amount no less than \$2,000,000.00; and<br>(b) Third party vehicle liability for an amount no less than \$500,000.00.<br>Subject to review on each Concession Fee Review Date.   |
| 15. | <b>Health and Safety</b><br>(clause 14 of Schedule 2, clauses 46-50 in Schedule 3)                | Audited Safety Plan: Required.   |
| 16. | <b>Concessionaire Identification</b><br>(clause 32 of Schedule 2)                                 | The Concessionaire and any person acting under the authority of the Concessionaire must carry and display a Concession Identification card when carrying out the Concession Activity, unless attired in appropriate Concessionaire's uniform with logo visible.  |

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| <p>17.</p> | <p><b>Addresses for Notices</b><br/>(clause 25 of Schedule 2)</p> | <p>The Grantor's address for notices:</p> <p>Physical Address:<br/>Department of Conservation<br/>Level 1, John Wickliffe House<br/>265 Prince Street<br/>Otepoti/Dunedin 9016<br/>New Zealand</p> <p>Postal Address:<br/>PO Box 5244<br/>Dunedin 9054<br/>New Zealand</p> <p>Phone: 03 477 0677<br/>Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a></p> |
|            |   | <p>The Concessionaire's address in New Zealand is:</p> <p>Physical Address:<br/>NZSki Limited<br/>Queenstown Snow Centre<br/>Ground Level, The Station Building<br/>9 Duke Street<br/>Queenstown 9300<br/>New Zealand</p> <p>Postal Address:<br/>PO Box 359<br/>Queenstown 9348<br/>New Zealand</p> <p>Phone: 0800 697 547<br/>Email: <a href="mailto:info@nzski.com">info@nzski.com</a></p>     |
| <p>18.</p> | <p><b>Guarantee</b><br/>(clause 30 of Schedule 2)</p>             | <p>Not Required</p>  |
| <p>19.</p> | <p><b>Special Conditions</b><br/>(clause 36 of Schedule 2)</p>    | <p>See Schedule 3</p>  |
| <p>20.</p> | <p><b>Processing Fee</b><br/>(clause 5 of Schedule 2)</p>         | <p>Sec 9(2)(i)</p>   |

Note: Unless otherwise stated, the clause references in column 2 are to the Grantor's Standard Terms and Conditions of Lease and Licence and Easement set out in Schedule 2.

## SCHEDULE 2

### STANDARD TERMS AND CONDITIONS OF LEASE AND LICENCE AND EASEMENT

#### 1. Interpretation

1.1 In this Document, unless the context otherwise requires:

“**Land**” means the Lease Land, Licence Land and Easement Land described in Item 1 of Schedule 1.

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

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

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

1.2 Where the Grantor's consent or approval is expressly required under a provision of this Concession, 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 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.

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

1.5 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 25 is to apply.

1.6 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession **EXCEPT** to the extent set out in Schedule 3 of this Concession.

1.7 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.

#### 2. What is being authorised?

2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.



- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

### **3. What about quiet enjoyment?**

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

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

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

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

- 5.1 The Concessionaire must pay the Processing Fee (Item 20 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 5.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and any other payment comprised in the Total Payment specified in Item 9 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 10, and 11 of Schedule 1.

- 5.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

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

- 6.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date by giving notice to the Concessionaire.
  - (b) Subject to clause 6.1(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 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 6.2(a) or (b).
  - (d) If the Concessionaire does not give notice to the Grantor under clause 6.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
  - (e) Notwithstanding clause 6.1(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 is to 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.
- 6.2 Immediately the Concessionaire gives notice to the Grantor under clause 6.1(c) the parties are to 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 notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 23) or, if the parties agree,
  - (b) by registered valuers acting as experts and not as arbitrators as follows:
    - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new 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 is to be binding on both parties.

- (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
  - (iv) The valuers are to determine the new 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 oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
  - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
- (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 6.1 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
  - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 6.1.

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

- 7.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 7.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 7.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 12 of Schedule 1.

- 7.4 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 the amount specified in Item 8 of Schedule 1 as part of the Total Payment specified in Item 9 of Schedule 1 on the Concession Fee Payment Dates specified in Item 11 of Schedule 1.

## **8. When can the Concession be assigned?**

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

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

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

refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.

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

#### **10. What about Environmental Monitoring?**

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

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

- 11.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.
- 11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the 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 new structure or altering any structure on the Land
  - (b) altering the Land in any way.
- 11.5 The Concessionaire must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each

building (as defined in that Act) on the Land to which users of the building have ready access.

- 11.6 The Concessionaire must keep and maintain all building systems and any structure on the Land in accordance with the, requirements of any compliance schedule.
- 11.7 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two year period.

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

- 12.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 12.2 If directed 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.
- 12.3 If directed by the Grantor, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 12.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

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

- 13.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 13.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 13.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 13.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 13.5 Despite anything else in clause 13 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.

- 13.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 13.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 13.7 Where the Grantor is found to be liable in accordance with clause 13.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 13.8 Despite anything else in clause 13 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 13.9 Without prejudice to or in any way limiting its liability under this clause 13 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 14 of Schedule 1 with a substantial and reputable insurer.
- 13.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 13.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 13.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
  - (b) a copy of the current certificate of such policies.

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

- 14.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 15 of Schedule 1), and with any safety directions of the Grantor.
- 14.2 Before commencing the Concession Activity the Concessionaire must, if required by Item 15 of Schedule 1:
- (a) prepare a safety plan;
  - (b) have it audited by a suitably qualified person approved by the Grantor and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
  - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.

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

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

- 15.1 The Concessionaire must comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
  - (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation")



affecting or relating to the Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and

- (c) with all notices and requisitions of any competent authority affecting or relating to the Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Land; and
- (e) with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

15.2 The Concessionaire must comply with this Concession.

15.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 15.1.(a) is deemed to be a breach of this Concession.

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

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

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

**16. What if the Grantor's structures or facilities are damaged or destroyed**

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

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

16.2 Any termination under clause 16.1 is to be without prejudice to the rights of either party against the other.

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

- (a) the Grantor's policy or policies of insurance have not been invalidated or payment of the policy monies refused in consequence of some act or default of the Concessionaire; and

- (b) all the necessary permits and consents are obtainable; and
- (c) the Grantor has not exercised the right to terminate under clause 16.1,

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

- 16.4 Any repair or reinstatement may be carried out by the Grantor using such materials and form of construction and according to such plan as the Grantor thinks fit and is to be sufficient so long as it is reasonably adequate for the Concessionaire's use of the Land for the Concession Activity.
- 16.5 Until the completion of the repairs or reinstatement a fair proportion of the Concession Fee and other charges is to cease to be payable according to the nature and extent of the damage.
- 16.6 If any necessary permit or consent is not obtainable or the insurance money received by the Grantor is inadequate for the repair or reinstatement, the Term is at once to terminate but without prejudice to the rights of either party against the other.

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

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

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

- 18.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.
- 18.2 If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 18.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.

- 18.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while the Grantor investigates any potential breach or possible offence by the 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.
- 18.5 The word “investigates” in clause 18.4 includes the laying of charges and awaiting the decision of the Court.
- 18.6 During any period of temporary suspension arising under clauses 18.1 or 18.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 18.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 18 including loss of profits.

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

- 19.1 The Grantor may terminate this Concession either in whole or in part:
- (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 10 working days after any of the days appointed for payment whether it has been lawfully demanded or not; or
  - (b) by 14 days notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if:
    - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
    - (ii) the Grantor has notified the Concessionaire of the breach; and
    - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
  - (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
  - (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 13.9 and 14; or
  - (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
  - (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or
  - (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or

being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or

(h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

19.2 The Grantor may exercise its power to terminate under 19.1(h) without giving notice.

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.

19.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

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

20.1 If the Grantor permits the Concessionaire to remain in occupation of the Land after the expiry or earlier termination of the Term, (which permission may be oral or in writing), the occupation is to be on the basis:

- (a) of a monthly tenancy only, terminable by 1 month's notice by either party; and
- (b) at the Concession Fee then payable; and
- (c) otherwise on the same terms and conditions, as they would apply to a monthly tenancy, as expressed or implied in this Concession.

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

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

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

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

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

**22. What about other concessions?**

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

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

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

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

23.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

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

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

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

24.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, 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 Concession 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 Concession; 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 Concession.

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

25.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 17 or 18 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of fax, on the date of dispatch;
- (c) in the case of post, on the 3rd working day after posting;
- (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

25.2 If any party's details specified in Item 17 or 18 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

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

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

**27. Can provisions be severed?**

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

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

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

28.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

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

29.1 Nothing expressed or implied in this Concession is to 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 Licence Land and Easement Land;
- (c) granting any exclusive estate or interest in the Licence Land and Easement Land to the Concessionaire;

- (d) affecting the rights of the Grantor and the public to have access across the Licence Land and Easement Land.

**30. What about a Guarantee?**

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

30.2 In consideration of the Grantor entering into this Concession 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 Concession; and
- (b) indemnifies the Grantor against any loss the Grantor might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.

30.3 The Guarantor covenants with the Grantor that:

- (a) no release, delay, or other indulgence given by the Grantor to the 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 Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
- (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

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

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

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

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

31.4 In addition, the Grantor must withhold consent if:

- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
- (b) the Grantor considers the change to be detrimental to the environment of the Land.

- 31.5 Subject to clause 31.4 the Concessionaire must, if required by the Grantor, allow Co- Siting on the Land.
- 31.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
  - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
  - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
  - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 31.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 31.6.
- 31.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.8 Where the Concessionaire is required under clause 31.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 31.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
  - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
  - (c) any other matters the Grantor considers relevant.
- 31.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 23 of Schedule 2.
- 31.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.
- 31.11 The Grantor must not authorise the third party to commence work on the Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

**32. What about Identification cards?**



- 32.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 16 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 32.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 32.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.

**33. What about registering the Concession?**

- 33.1 The Grantor is not required to do any act or thing to enable this Concession to be registered and the Concessionaire must not register a caveat in respect of the Concessionaire's interest under the Concession.
- 33.2 Nevertheless, if the Concessionaire wishes to register this Concession under the Land Transfer Act 2017, the Grantor must take all such steps as are necessary to enable a certificate of title to issue in respect of the land against which the Concession may be registered subject to the Concessionaire being responsible for and bearing all costs of and incidental to any survey necessary to enable such issue of title and all costs incurred by the Grantor in enabling such an issue of title and in having this Concession re-executed by the parties in a form suitable for registration.

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

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

**35. Which clauses survive termination?**

- 35.1 Clauses which, by their nature, ought to survive termination will do so, including clauses 13 and 25.

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

- 36.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

**37. The Law**

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### ESTABLISHMENT OF THE “SNOWFACTORY” SNOWMAKING FACILITY AT CORONET PEAK RECREATION RESERVE

##### Prior to establishment of the Snowfactory snowmaking facility

1. Prior to establishment of the Snowfactory snowmaking facility (the **snowfactory**), the Concessionaire, at its cost, must:
  - (a) Mark on the ground with pegs an outline of the snowfactory for the Grantor’s inspection;
  - (b) Provide the Grantor with a final design of the snowfactory including details of outer cladding to mitigate the visual effect of the two shipping containers; and
  - (c) Confirm that the snowfactory will conform in all material respects with the designs provided by the Concessionaire in its concession application. In particular, that the facility will:
    - i. Be comprised of 2 stacked 40-foot containers (footprint of approximately 31m<sup>2</sup>) placed upon approximately 67m<sup>2</sup> concrete foundations with an overall height of approximately 8.5m;
    - ii. Demonstrate a high standard of structural design;
    - iii. Be sympathetic to existing structures; and
    - iv. Be constructed of non-reflective materials and painted using recessive colours approved by the Grantor.

##### Commencement of work

2. Establishment of the snowfactory as described in clause 1 in this Schedule 3 must not proceed until the Grantor:
  - (a) Has carried out a site inspection in accordance with clause 1(a) in this Schedule 3; and
  - (b) Has confirmed that the final design requested in clauses 1(b) and 1(c) in this Schedule 3 is satisfactory; and
  - (c) Has confirmed the timeline for the commencement and completion of the establishment works is satisfactory; and
  - (d) Has given written approval (email notification acceptable) to the Concessionaire that works to establish the snowfactory may commence.

##### **Establishment of the snowfactory**

##### Construction timeframes

3. The following construction timeframes must be complied with:
  - (a) All development and rehabilitation works associated with the snowfactory impacting the natural environment must be completed within five years of the execution date of this Concession.
  - (b) If heavy machinery and equipment is to be used in establishing the snowfactory it is only allowed on the Land between the close of ski season and 30 April and any unfinished work must be stabilised to prevent soil erosion until works can recommence.

- (c) Should the Concessionaire desire construction be staged, this should be completed within five years from the commencement date of this Concession, and the project plan is to account for remediation measures for unfinished works that may become redundant due to changing circumstances.

Contractor selection

4. The Concessionaire must ensure that only contractors with a demonstrated ability in alpine earthworks and native vegetation restoration are used to establish the snowfactory.

Hours of work

5. Deleted.

Public access and safety

6. The Concessionaire must ensure the public is able to pass freely and safely through the Licence Land and Easement Land around the snowfactory, whenever reasonably possible.
7. While work is being carried out on the snowfactory the Concessionaire may temporarily limit public access to the extent necessary to avoid harm to the public, but only with prior written agreement of the Grantor. Suitable alternative access is to be provided.
8. The Concessionaire is to install signage for the duration of the snowfactory establishment works, at its expense, advising the public as to the nature of the work.

Vehicle and machinery access

9. While establishing the snowfactory the Concessionaire must ensure that:
  - (a) All machinery enters and exits work sites associated with the snowfactory from existing roads or ski trails, whichever is closer; and
  - (b) Machinery does not disturb terrain, other than as authorised in this Concession.

Control of surface runoff and silt

10. Suitable drainage, cut-outs and silt traps are to be installed to control new surface flows into lower areas of vegetation, wetlands and watercourses.
11. Where areas of surface or sub-surface drainage are unable to be avoided, suitable provision for maintaining their flow and quality is to be installed for instance by using coarse rock, geocloth, piping or silt traps.

Completion of snowfactory establishment works

12. All work associated with the establishment of the snowfactory must conform in all material respects with the approvals given by the Grantor under clause 2(b) in this Schedule 3.
13. The snowfactory must be constructed, and all establishment work (including re-vegetation) completed, within five years of the commencement date of this Concession.
14. The Concessionaire must advise the Grantor when all work to establish the snowfactory has been completed.

**Post establishment of the snowfactory**Operation of the snowfactory

15. The snow created within the snowfactory can only be applied to the lower slopes of the skiable terrain only during the period 1 May to 15 October each year.

**GENERAL CONDITIONS****Works**

16. The Concessionaire (at its expense) must provide the Grantor with a forward-looking Annual Work Plan by 30<sup>th</sup> September annually. The Concessionaire will set out the following information in each Annual Work Plan:
  - (a) Any anticipated modifications to its existing structures, assets or facilities;
  - (b) Any new structures, assets or facilities it wishes to construct or add to the Land;
  - (c) Any terrain modification or other earth disturbance activities it proposes to undertake;
  - (d) Any changes in use of existing structures, assets or facilities or the way in which services are delivered;
  - (e) Any restoration, revegetation or preventative maintenance the Concessionaire wishes to perform;
  - (f) Any revegetation, remediation or reinstatement measures it is required to perform pursuant to this Concession or previous approvals of the Grantor; and
  - (g) The expected commencement and completion dates of all such works and the inception or termination dates of any changes to services or the usage of the structures, assets or facilities.
17. The Grantor may request that the Concessionaire provide additional information such as plans, drawings, diagrams and/or specifications, scopes of work and an assessment of the potential effects the anticipated works or changes may have in order for the Grantor to assess their scale and impact relative to the status quo.
18. The Concessionaire must not commence any such works or changes in use or services described in the Annual Work Plan unless or until the Grantor has given written approval for those works. The Grantor's approval may be subject to further conditions including changes to how, when and where the activities are carried out.

19. Where the Grantor forms the view that the works or activities described in the Annual Work Plan:
- (a) Are not minor or technical and do materially increase the adverse effects of the Concession Activity; or
  - (b) Will result in a material change in the location of the activity,
- the Grantor will require the Concessionaire to seek a variation of the Concession under section 17ZC and that application will be dealt with as if it were an application for a concession.
20. Where work needs to be performed, or changes need to be made to services or uses that the Concessionaire could not reasonably anticipate when it submitted its Annual Work Plan, the Concessionaire may seek separate written approval from the Grantor

### **Restoration work**

#### Re-vegetation protocol

21. Unless the Grantor stipulates otherwise, the Concessionaire must act in accordance with clauses 24 and 25 in this Schedule 3 and with the "*Protocol for the rehabilitation of natural alpine environments following ski area development*" attached as Schedule 3A whenever it undertakes work which involves disturbance of the soil or the vegetation on the Land. Compliance with the Protocol and clauses 24 and 25 in this Schedule 3 does not however eliminate the need to seek prior approval from the Grantor in accordance with clause 18 or 20 in this Schedule 3.
22. If there is a conflict between clause 24 or 25 in this Schedule 3 and the Protocol in Schedule 3A, clauses 24 and 25 prevail.
23. The Concessionaire and the Grantor agree that the Protocol in Schedule 3A would benefit from a review. To achieve that end, they will appoint an independent contractor agreed to by both parties to review and update the Protocol within two years of the commencement date of this Concession. The cost of this review and any revision required will be shared by the parties. The Grantor, in the Grantor's absolute discretion, may elect to review and amend the conditions of this Concession which deal with re-vegetation and vegetation removal or storage in light of the Protocol's review.

#### Removal and storage of vegetation

24. The Concessionaire must comply with the following requirements whenever it undertakes activities which disturb the vegetation, including the works associated with the snowfactory:
- (a) Vegetation is to be stripped and stored locally as construction progresses. It must be stripped and stored with enough surrounding soil and humus and in a manner that is likely to result in successful replanting and long-term survival.
  - (b) Stripping may be by machine or by hand, whichever will provide the best chance for success given the nature of the vegetation.
  - (c) Watering of vegetation material may be required, at the direction of the Grantor or its nominated independent monitor, to ensure its survival while stored.

Re-vegetation

25. When re-vegetating disturbed areas, the Concessionaire must comply with the following conditions:
- (a) Vegetation is to be replanted using locally (within the Ecological District) sourced material, including that stripped and stored under clause 24(a) in this Schedule 3, as soon as possible following completion of works at individual sites such as individual tower sites or trenches. Follow-up maintenance of re-vegetated areas to enhance their chances of re-establishment must be undertaken prior to the end of the growing season;
  - (b) Where there is sufficient plant material and humus to allow survival, stripped material can be split. To supplement re-vegetation works split material may also be sourced from other areas in the Coronet Peak ski area, provided it does not result in additional adverse ecological effects on the source areas;
  - (c) Appropriate methods (e.g. laying of Geotextile cloth) as agreed to by the Grantor must be used to protect areas where there has been insufficient planting by May 1<sup>st</sup> to prevent sediment wash/erosion. These are to be removed before revegetation works continue in the following spring;
  - (d) Plant spacing should be adequate to ensure revegetation of the site to a sufficient vegetation cover, with additional density detail as specified by the independent monitor on site;
  - (e) Nursery reared plants from appropriate eco-sourced seed may be used where there is insufficient existing vegetation available for transplanting. The rearing and planting of any plants that are to be brought on site must be to the satisfaction of the Grantor;
  - (f) The seed of appropriate native species sourced from the Coronet Peak Recreation Reserve or similar location (from within the Ecological District) should be broadcast to promote vegetation growth in the rock areas, between transplanted/planted tussocks and to assist revegetation of fellfield areas;
  - (g) Where there has been insufficient replanting by May 1<sup>st</sup>, any exposed topsoil must be managed to avoid erosion losses until replanting can be restarted in the following spring; and
  - (h) All disturbed areas that have existing vegetation cover are to be re-vegetated.

**Remediation of works**

26. Where the Grantor identifies any requirement for remediation following monitoring or inspection, the remediation is to be carried out as specified by the Grantor at the Concessionaire's expense.

**Suspension of works**

27. The Grantor, at its sole discretion, may require all works to be suspended until suitable remediation is completed.

### **Satisfactory completion of re-vegetation works**

28. The Grantor will determine when and whether any re-vegetation works have been completed and/or carried out satisfactorily.

### **Other consents, approvals and assessments**

29. This Concession does not replace, displace or supersede any other lawfully required consents, approvals and assessments from other agencies. This includes (but is not limited to) geotechnical, engineering, district and regional resource consents, and building consents. Copies of these approvals are to be provided to the Grantor prior to works commencing.

### **In respect to Ngāi Tahu**

30. The Concessionaire is requested to consult the relevant Papatipu Rūnanga if it wishes to use Ngāi Tahu cultural information. If the Concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any interpretative material produced by the Department of Conservation in respect to Ngāi Tahu cultural information, the Concessionaire is requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
31. The Concessionaire must, as far as practicable, attend any workshops held by the Department of Conservation for the purpose of providing information to Concessionaires, which includes Ngāi Tahu values associated with Tōpuni areas.
32. The Concessionaire must ensure its employees are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.

### **Interpretation Materials and Cultural Values**

33. If the Concessionaire intends to undertake any written interpretation materials (panels, brochures etc) that include Māori/iwi values of the area, then the Concessionaire is requested to contact the Papatipu Rūnanga and Te Rūnanga o Ngāi Tahu (as set out below):

Office of Te Rūnanga o Ngāi Tahu  
PO Box 13 046  
Christchurch 8141  
Phone: 0800 524 8248  
email: [info@ngaitahu.iwi.nz](mailto:info@ngaitahu.iwi.nz)

### **Accidental Discovery Protocol**

34. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Land:
- (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
  - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
  - (c) If it is an archaeological site relating to Māori activity then the Papatipu Rūnanga must be contacted and their advice sought;

- (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
- (e) If it is human remains the New Zealand Police should also be notified;
- (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.

### **Hours and seasons of operation (constraints)**

35. The Concessionaire is authorised to operate the Concession Activities as described in Item 2 of Schedule 1 unless otherwise constrained by the following:
- (a) Operating the ski-lifts and tows (including the gondolas) for customers to use during winter operations (1 May to 31 October) between 8:00am and 4:00pm on 4 or more days per week and between 8:00am and 9:00pm on up to 3 days per week (i.e. to enable night skiing);
  - (b) Applying snow from the snowfactory to the lower slopes of the skiable terrain only between 1 May and 15 October each year;
  - (c) Operating the snowmaking machines (other than the snowfactory) only during winter operations (1 May to 31 October);
  - (d) Operating the ski-lifts and tows (including the gondolas) for customers to use during summer operations (1 November to 30 April) between 8:00am until 6:30pm on 4 or more days per week and between 8:00am and 9:00pm on up to 3 days per week;
  - (e) With regard to summer operations in 35(d) above, at least 3 days before the occurrence of any activities referred to in that sub-clause going beyond 6:30pm on 4 or more days per week, prior written approval (email will suffice) is required of the District Operations Manager, Wakatipu;
  - (f) Any variation to constraints in sub-clauses 35(a) to (e) above require the written approval of the Grantor.

### **Operation of plant, machinery and equipment**

36. The Concessionaire must operate all plant, machinery (including snow tows) and equipment on the Land to required standards, codes of practice and legislative requirements. The Concessionaire shall, at the Grantor's request, provide the Grantor with documentary evidence of compliance with the said requirements.
37. Plant, machinery and equipment used in conducting the Concession Activity must be maintained at all times to prevent leakage of oil and other contaminants onto the Land.

### **Fuels, hazardous materials, chemicals and waste**

38. Any waste or rubbish must be disposed of in an approved manner off the Land at a Council approved site. Waste held on the Land prior to its removal must be stored in a manner so as to ensure it does not become a contaminant, is not blown by wind and does not present a potential hazard to wildlife.
39. At the completion of any approved works, the Concessionaire must promptly remove all construction-related waste and fill from the Land and dispose at a resource recovery centre, Council landfill or other authorised facility.



40. The Concessionaire must ensure that all site personnel are trained in hazardous material, waste and fuel handling and spill contingency and emergency procedures relevant to their areas of work.
41. The Concessionaire must ensure that all hazardous materials including paints, fuels and other chemicals are stored in a secure enclosed facility onsite, including the provision of any spill clean up kits used to contain and/or absorb all hazardous substances used in the Concession Activity.
42. The Concessionaire, wherever possible, must use clean fuels in preference to fossil fuels.
43. In the event of any hazardous substance spill the Concessionaire must:
  - (a) Take all practicable measures to stop the flow of the substances and prevent further contamination onto the Land or water;
  - (b) Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
  - (c) Notify the Grantor as soon as practicable;
  - (d) Undertake any remedial action to restore any damage to affected Land; and
  - (e) Take all measures to prevent any reoccurrence.

#### **Third party operators (includes other Concessionaires)**

44. The Concessionaire is taken to agree that the activities and infrastructure operated by the third parties and listed in Schedule 4.6 do not derogate in any material way from the Concessionaire's ability to carry out the Concession Activity and the Concessionaire acknowledges that those third parties possess or may apply for their own concessions in respect of those activities.

#### **Signage**

45. Clause 12.1 of Schedule 2 is amended to read:

*12.1 The Concessionaire may erect or display any signs or advertising on the Lease Land and may erect or display any signs that relate to the safe and efficient operation of the activity on the Licence Land and Easement Land without the prior 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.*

#### **Public access, safety and education**

46. The Concessionaire must clearly define, mark and control areas which it deems to be unsafe for the public on the Land, and take reasonable steps to educate paying visitors about the danger of skiing or going outside these areas.
47. The Concessionaire must take reasonable care to manage its own works, structures or landscaping on the Land to ensure that users of conservation land are not unreasonably impeded. In relation to those parts of the al fresco dining area (Map 5 in Schedule 4) which are part of the Licence Land rather than the Lease Land, the following conditions apply:

- (a) Public access to and through the area must not be unreasonably hindered by the Concessionaire's structures or fittings including its tables, chairs and other similar items.
- (b) The Concessionaire must not conduct its activities in a manner that indicates to the public that they are excluded from that Licence Land but the Concessionaire may, with the Grantor's prior approval, temporarily limit access to the area when required for reasonable operational reasons, including but not limited to, complying with the Health and Safety at Work Act 2015 and the Sale and Supply of Liquor Act 2012.

48. Clause 14.6(d) of Schedule 2 is replaced with the following:

- (d) *Report to the Grantor all accidents involving a notifiable event reportable to WorkSafe in accordance with the Concessionaire's health and safety plan and applicable legislation; and*
  - (i) *Provide the report within 3 days of providing a report to WorkSafe; and*
  - (ii) *Provide to the Grantor at the Grantor's request any weekly or monthly reports generated by the Concessionaire and derived from the Concessionaire's accident reporting database.*

49. In order to comply with its obligations under the Health and Safety at Work Act 2015 to eliminate or minimise risks to health and safety so far as is reasonably practicable, the Concessionaire may, when undertaking activities such as slope safety, road safety, snow grooming and avalanche control work, control, limit or restrict public access to the specific area of the Land where the activity is to be carried out for a period not exceeding 2 days.

50. If the particular activity in clause 49 in this Schedule 3 will require more than 2 days or if the Concessionaire considers an extension beyond the period of 2 days is necessary, the Concessionaire must advise the Grantor of the time sought and the reasons for it and comply with any directions the Grantor may give concerning the matter.

### **Events**

51. The Concessionaire is permitted to host and operate ski, snowboard and snowsport events on the Licence Land:

- (a) During winter operations (1 May to 31 October) and otherwise in accordance with the hours and seasons of operation (constraints) set out in clause 35 in this Schedule 3; and
- (b) Subject to the Grantor having been notified at least 3 weeks in advance of the event.

52. For the avoidance of doubt, this Concession does not permit the Concessionaire to host or operate any other events other than those winter events provided for in clause 51 of this Schedule 3. Where the Concessionaire wishes to provide other such events on the Land a separate concession or variation to this Concession will be required since the scale, nature, adverse effects and the likely impacts on other users of the reserve are not understood at the time of granting this Concession. These approvals can be applied for on an annual basis for a series of events.

### **Filming**

53. Promotional filming by the Concessionaire (including its agents and contractors) (including the use of drones) is allowable to the extent that it is for the purpose

of promoting the activities which the Concessionaire is permitted to undertake under this Concession. For the avoidance of doubt, this does not include filming or photographing the activities for the purpose of creating a purchasable product (such as photograph or video pack) for the Concessionaire's customers. The Grantor's prior approval for any other filming such as marketing or commercial filming by, and for, any third parties is required separately (e.g. ski equipment brands, advertisements or television shows).

### Freshwater pests

54. The Concessionaire must comply, and ensure its clients comply, with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Concessionaire must regularly check this website and update their precautions accordingly.

### Ecological and landscape assessment

55. The Concessionaire, at its expense and in consultation with the Grantor, will procure an ecological assessment (the **Ecological Assessment**) of the Land, no later than 18 months from the commencement date of this Concession.
56. A copy of the finalised Ecological Assessment report will be provided to the Grantor within 1 week of the final report being made available to the Concessionaire.
57. The Ecological Assessment will be undertaken by a qualified ecologist with experience in New Zealand alpine environments and whose credentials have first been provided to the Grantor and approved by the Grantor.
58. Following reasonable consultation with staff from the Department of Conservation the approved ecologist will design and conduct the Ecological Assessment.
59. The Ecological Assessment will be performed at a time (or times) during the year which offer the best opportunity to observe and record ecology which might otherwise be absent, dormant or less evident if the assessment was conducted at another time of the year.
60. The Ecological Assessment will describe, map and provide detailed commentary on the following matters:
- (a) the vegetation and habitat types present and their relative composition, diversity and patterns;
  - (b) the presence, abundance and distribution of notable fauna (particularly avifauna and lizards); and
  - (c) climatic features and trends, in particular, the number of frost nights and peak summer temperatures.
61. The Ecological Assessment will be performed in accordance with the usual professional standards expected of a qualified ecologist and will be undertaken with reference to the best and most current ecological assessment criteria such as:
- (a) the local, regional and national contexts relevant to the location;
  - (b) representativeness;
  - (c) diversity and pattern;
  - (d) the presence of any rare or special features;
  - (e) degree of naturalness;

- (f) size and shape of the site and the buffering provided by the surrounding environment; and
  - (g) long-term ecological viability and any threats to the existing ecology from plant, animal or climatic sources.
62. The Concessionaire will procure follow-up Ecological Assessments in the year prior to the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> anniversaries of the grant of this Concession. The follow-up Ecological Assessments will also meet the requirements of clauses 55 to 61 in this Schedule 3 as well as highlighting any ecological or climatic changes that have occurred in the intervening years.

**Plant pest and animal pest management (including mitigation)**

63. The Concessionaire must ensure that:
- (a) Machinery and equipment entering the Land is cleaned and checked for soil that could contain seeds or exotic plants, and take all practicable steps to avoid the introduction of exotic seeds or plants;
  - (b) No imported soil is brought onto the Land. Where the Concessionaire plans to deposit soil over the surface of any newly contoured slopes or batters, this soil must be from the Concession Activity work area;
  - (c) No soil is to be moved upslope from lower areas (to prevent the further spread of weeds); and
  - (d) Any exotic plant species which are introduced through the course of any works are to be removed.
64. Clauses 9.2 and 9.4 of Schedule 2 require the Concessionaire to keep the Land free of any weeds or organisms listed as pests in the relevant pest management strategy. To provide clarity as to which pests will be targeted and how they will be effectively managed the Concessionaire will procure a pest control plan (the **Pest Control Plan**).
65. The first iteration of the Pest Control Plan must be produced by within 2 years of the commencement date of this Concession and must be updated every 2 years thereafter. The Concessionaire must provide the Grantor with copies of all iterations of the Pest Control Plan.
66. The Pest Control Plan will be developed by a qualified ecologist (or ecologists) with experience in pest identification and management within the New Zealand alpine environment. The Concessionaire will provide the ecologist's name(s) and credentials to the Grantor for the Grantor's prior approval.
67. Following reasonable consultation with staff from the Department of Conservation the approved ecologist(s) will:
- (a) Assess and describe all plant pest and animal pest species present on the Land, including their abundance and distribution;
  - (b) Provide an expert assessment as to which species are of conservation concern at this location;
  - (c) Develop a detailed control plan for those pests deemed to be of conservation concern;
  - (d) Describe the methods that ought to be employed to control the pests of conservation concern;
  - (e) Describe the monitoring methods to be used to assess the effectiveness of any control measures;
  - (f) Provide a statement as to the expected outcomes assuming the plan is correctly implemented; and
  - (g) Report on the effectiveness or otherwise of the pest control measures implemented by the Concessionaire.

- (h) Document the items (a) to (g) above in a report.
68. The Concessionaire will ensure that the ecologist(s) tasked with developing the Pest Control Plan undertake their fieldwork at a biologically appropriate time or times of the year.
69. The Concessionaire (at its expense) must ensure that the recommendations of the Pest Control Plan are implemented by the Concessionaire.

### Climate Change Considerations

70. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
71. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
72. The Concessionaire will, at its expense and in consultation with the Grantor, procure a carbon emission assessment (the **Carbon Emission Assessment**) relating to greenhouse gas emissions associated with the Concession Activity within 1 year of the commencement of this Concession.
73. The Carbon Emissions Assessment must, as a minimum:
- (a) be prepared by a person with relevant skills and experience and whose credentials have first been provided to the Grantor and approved by the Grantor;
  - (b) clearly identify the sources of greenhouse gas emissions associated with the Concession Activity and quantify the amounts from each source;
  - (c) recommend a comprehensive set of remedial actions to reduce greenhouse gas emissions associated with the Concession Activity; and
  - (d) quantify the anticipated greenhouse gas reductions associated with each remedial action and the timeframes over which those reductions would be experienced.
74. The Concessionaire will provide a copy of the Carbon Emission Assessment to the Grantor within 1 week of the final version being received by the Concessionaire. The Concessionaire will also provide annual updates on the Concessionaire's performance against the recommendations in the report and actions taken. These annual updates do not need to be performed by a qualified expert and are intended to provide interim data between the 3-yearly Carbon Emission Assessments required under clause 75.
75. Further to clause 72, the Concessionaire will, at its expense, procure follow-up Carbon Emission Assessments within 3 years of the commencement date of this Concession (and every 3 years thereafter). Those subsequent Carbon Emission Assessments will conform with the requirements of clause 73 as well as report on the extent to which the Concessionaire has implemented the recommendations contained in previous assessments.

76. The Grantor may review and amend the conditions of this Concession (Revised Conditions) to:
- (a) reflect climate change-related legislation and Government or Departmental policy; and/or
  - (b) give effect to the recommendations contained in the Carbon Emission Assessments; and/or
  - (c) measure, manage and set targets for reducing greenhouse gas emissions associated with the Concession Activity which align with Government and/or Departmental policy.
77. Before amending the conditions of this Concession in accordance with clause 76, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
78. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 77 or any later date specified in the Revised Conditions.

#### **Monitoring and compliance**

79. Further to clause 7 of Schedule 2, if the Grantor determines that it is reasonable to monitor compliance with the conditions of this Concession or the effects of Concession Activity the Concessionaire shall meet the reasonable costs of any monitoring programme that is implemented. Where the monitoring programme involves assessing other concessionaires who use the same locations then the Grantor may apportion the costs among the relevant concessionaires. These costs will be set in accordance with the Department's standard charge-out rates for staff time and the mileage rates for associated vehicle use.
80. Further to clause 15.1(e) of Schedule 2, the Concessionaire may, from time-to-time, be required by the Grantor to provide documentary evidence of compliance with the conditions of this Concession. Such requests will be made in writing. Where a request is received the Concessionaire must provide the requested documentation to the Grantor within thirty (30) days of the date of receiving any such written notice or any such alternative period agreed to by the Grantor and the Concessionaire.

#### **Potable water**

81. Where the Concessionaire provides drinking water to users of the Coronet Peak Recreation Reserve, including but not limited to, members of the public, its contractors, staff or third parties, the Concessionaire must take all necessary steps to ensure the supply meets regulatory standards and will meet the costs associated with any upgrades that may be necessary in order to comply with drinking water legislation.
82. The Concessionaire will co-operate fully with the Grantor's representatives with regard to sharing information and liaising with regulators in respect of any drinking water supplies.
83. For the purposes of this Concession "drinking water" means water used for:
- (a) Human consumption;

- (b) Oral hygiene;
- (c) Preparation of food, drink and other products for human consumption; or
- (d) Washing of utensils that are used for eating and drinking, or for preparing, serving or storing food or drink for human consumption.

84. The Concessionaire must ensure that its drinking water supplies are registered in accordance with any relevant drinking water legislation. The potable water supply system as at the date of this Concession is described in Schedule 4.4.

**Other**

85. In the event that the Grantor's buildings, structure or facilities are damaged or destroyed as a result of the Concessionaire's actions or omissions the Grantor may:

- (a) Require the Concessionaire to repair or replace any such damaged or destroyed building, structure or facility: or
- (b) Demand from the Concessionaire a sum or sums equivalent to the full cost of repairing or replacing the damaged or destroyed buildings, structures or facilities.

86. Further to clause 9.1 of Schedule 2, the Grantor permits the use of contained and purpose-built fireplaces located on the deck of JSD's Lodge (Base Building) identified as figure 13 in Schedule 4.1 and Maps 2 and 5 in Schedule 4.

**Calculation of Concession Fees based on Gross Annual Revenue**

87. Clauses 89 to 101 of this Schedule 3 apply whenever the Concession Activity Fee is calculated as a percentage of the Concessionaire's Gross Annual Revenue.

88. For the purposes of this Concession:

- (a) The phrase **Gross Annual Revenue** means the entire gross receipts of every kind from the conduct of the Concession Activity during each Concession Year, or part of a Concession Year (if relevant), without any reserve or deduction for inability or failure to collect, but excluding bona fide refunds and credits and Goods and Services Tax;
- (b) The **Statement of Gross Annual Revenue** is comprised of the following items:
  - i. A statement signed by the Concessionaire as to the Concessionaire's Gross Annual Revenue for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
  - ii. A statement signed by the Concessionaire setting out how many people have used the Concessionaire's various services and facilities each month during the Concession Year (or part-year if relevant) just gone; and
  - iii. A chartered accountant certified, full set of financial statements that clearly shows the Gross Annual Revenue associated with each aspect comprising the Concession Activity for the Concession Year just gone (or part-year if relevant); and
  - iv. If the Gross Annual Revenue associated with the Concession Activity cannot be clearly identified in the financial statements in

(iii) above, a reconciliation between the Concession Activity and financial statements must be prepared and accompany the full financial statements.

- (c) The Grantor reserves the right to request at any time further information (including but not limited to audited financial accounts) in order to verify that the full financial statements provided are true and correct and to enable the Grantor to monitor and determine any effects of the Concession Activity on the Land.
- (d) The **Concession Year** runs from 1 December to 30 November.

89. Anyone conducting commercial activities within the Coronet Peak Recreation Reserve must hold a concession or other authorisation to do so. This Concession is personal to the Concessionaire. Clause 8 and the co-siting provisions of Schedule 2 makes it clear that third parties must not operate on the Concessionaire's behalf unless they have been given express permission to do so by the Grantor.

90. Notwithstanding clause 8.1 of Schedule 2, the Grantor acknowledges that the Concessionaire will, from time-to-time, rely on third parties to construct, maintain or service facilities and structures which the Concessionaire owns and operates. To the extent that the third party is providing the services to the Concessionaire and is not itself offering services to the public or other parties then the Grantor may treat that third party service provider as a contractor or agent of the Concessionaire's.

91. Where the Grantor gives the Concessionaire prior notice, the Concessionaire must provide the Grantor with information regarding all such service providers. The information will include:

- (a) The names of the service providers;
- (b) A clear description of the nature of the services performed by each provider;
- (c) The duration and frequency of those services and their value; and

this information must, unless otherwise stipulated, be supplied to the Grantor on the same date as the Statement of Gross Annual Revenue falls due.

92. Where the Grantor forms the view that a third party service provider is itself providing commercial services to the public or that the arrangement is being used to circumvent the calculation of the Concessionaire's own gross revenue then the Grantor may review and amend the conditions of this Concession and/or require the third party to seek its own concession. These options are in addition to the enforcement rights and powers available to the Grantor under the Reserves Act 1977 and the Conservation Act 1987.

93. By way of examples only, the following arrangements are likely to result in the Grantor taking the actions described in clause 92 in this Schedule 3:

- (a) Where a third party sells food or beverage from the Concessionaire's café and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
- (b) Where a third party sells lift passes, seasons' passes or multi-field passes that enable people to use the Concessionaire's structures or facilities and the revenue obtained from those sales is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.



- (c) Where a third party provides guided sightseeing, ski-school, bike hire or similar services and the revenue obtained from providing those services is not accounted for in the Concessionaire's own Gross Annual Revenue calculations.
94. For the avoidance of doubt, where the Concessionaire sells lift passes, seasons' passes, guiding services or other services permitted by this Concession and the sales take place in a location other than on the Land those sales must also be included in the Concessionaire's own Gross Annual Revenue calculations. In this way, internet sales, or the sale of tourism packages by the Concessionaire which incorporate use of the Concessionaire's structures, facilities or services on the Land must be accounted for.
95. Further to clause 6 of Schedule 2, when reviewing the Concession Fee the Grantor may adopt a different rent setting formula in order to achieve market value for the Concession Activity and the Grantor is not confined to altering the gross revenue percentage.

### **Records, books and Statements of Gross Annual Revenue**

96. The Concessionaire must maintain full and accurate books of accounts and records from which Gross Annual Revenue, in respect of each Concession Year or part-year (where relevant), can be ascertained. The Concessionaire must issue to, or record in respect of, each customer a receipt of serially numbered sales slip or cash register record for each transaction.
97. The Concessionaire must keep and preserve on its premises on the Land for at least one year after the end of each Concession Year or part-year (where relevant) all sales slips, dockets, cash register tapes, hire purchase agreements, bank deposit records, tax returns (including Goods and Services Tax returns) and other evidence of Gross Annual Revenue for each year.
98. The Grantor may, at any time, require the Concessionaire to produce a complete statement of audited financial accounts and other relevant information, including those items referred to in clause 97 above, in order to verify any rent, fees, royalties, compensation or bond.
99. If, having reviewed the Concessionaire's financial documentation, the Grantor establishes that the Concessionaire has under-reported its Gross Annual Revenue the Grantor may, in addition to using the Grantor's enforcement powers, give notice to the Concessionaire that the Concessionaire must pay the adjusted amount and the Concessionaire will pay the Grantor in accordance with any such instructions or timeframes as the Grantor may reasonably impose.
100. Not later than 2 months after the end of each Concession Year, or part-year (in the case of the first year and final year), the Concessionaire will provide the Grantor with the Statement of Gross Annual Revenue for that Concession Year or part-year (if relevant) in order that the Grantor may prepare an invoice in respect of the Concession Activity Fee for the relevant Concession Year or part-year. The statement should conform in material respects to that shown in **Schedule 6**.
101. The Concessionaire will pay the Concession Activity Fee on or before the payment date specified in the Grantor's invoice.

## **Surrender of Concessions**

102. The Concessionaire and the Grantor agree that upon commencement of this Concession all other Concessions issued to the Concessionaire, NZSki Limited, in respect of the Coronet Peak Recreation Reserve are surrendered save for concession 91305-SSE (the summertime events concession) issued on 22 December 2020. The surrenders do not release the Concessionaire from any obligations which, by their nature, survive termination, including the obligation to pay rent for periods covered by those Concessions.

## **Review of Conditions**

103. In addition to the express opportunities the Grantor has to review conditions elsewhere in this Concession, the Grantor may, on each Concession Fee Review Date, and after consulting with the Concessionaire, delete, vary or add any condition to more effectively manage the Concession Activity.

## **Fee Review**

104. Clause 6.1(e) in Schedule 2 is amended to read:

*(e) Notwithstanding clause 6.1(b):*

- (i) where the Concession Fee (or a portion of it) is based on a fixed amount, the new fixed amount so determined or accepted must not be less than the fixed amount payable during the year preceding the particular Concession Fee Review Date;*
- (ii) where the Concession Fee (or a portion of it) is based on a percentage of the Concessionaire's Gross Annual Revenue, the new percentage so determined or accepted must not be less than the percentage applied during the year preceding the particular Concession Fee Review Date; and*
- (iii) the new Concession Fee is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.*

## **LEASE - SPECIFIC CONDITIONS**

### **Lease area**

105. The Lease Land under this Concession is described in Item 1 of Schedule 1.

### **Structures and facilities**

106. The Concessionaire must (at its cost) operate, maintain and repair buildings, equipment sheds, utility huts, lift infrastructure and other similar devices and apparatus on the Land to relevant industry standards or codes of practice and in accordance with the Legislation. The Concessionaire must, at the Grantor's request, provide the Grantor with documentary evidence of compliance with this condition.

### **Maintenance**

107. The Concessionaire is authorised to perform the following maintenance work under this Concession on the Land:
- (a) Ongoing interior maintenance and interior modification of any building;
  - (b) The exterior maintenance of any building, stationary plant item or structure on the Land where such maintenance does not alter the external appearance of that building or structure, and where consent from the Grantor is not otherwise required under this Concession.

### **Use of toilet facilities by public**

108. During the Concession Activities in Item 2 of Schedule 1 the Concessionaire must make available to the public, free of charge, toilet facilities located in any of the Concessionaire's buildings on the Land.

## LICENCE - SPECIFIC CONDITIONS

### Licence area

109. The Licence Land is described in Item 1 of Schedule 1.

### Main ski field area (skiable terrain)

110. The Concessionaire must (at its cost) operate and maintain the main ski field area (skiable terrain) on the Land to relevant industry standards or codes of practice and in accordance with the Legislation. The Concessionaire must at the Grantor's request, provide the Grantor with documentary evidence of compliance with this condition.

### Vehicle parks and access-ways

111. The Concessionaire must, at its cost, form, maintain and repair the:
- (a) 7 vehicle carparks [carparks 1 through 7] as shown on Maps 2 and 6 in Schedule 4; and
  - (b) Access-ways as shown on Maps 2, 4 and 6 in Schedule 4;

and, subject to the Concessionaire first obtaining the Grantor's written approval via the Annual Work Plan process (refer clauses 16 to 20 in this Schedule 3), the Concessionaire may erect, build or form, maintain and repair such bridges, culverts, channels, drains, fences, safety barriers, stops and other like works as may be necessary to ensure the safe and efficient use of those areas listed above. The Grantor's prior written approval is not required for routine maintenance.

### Snow-making and grooming

112. The Concessionaire is permitted to use *Snomax*® and other comparable, non-contaminating, products for snow-making purposes but must follow the manufacturer's instructions when doing so.
113. The snowfactory must only operate between 1 May and 15 October each year (inclusive) and the snow created by the snowfactory may only be applied to the lower slopes of the skiable terrain.
114. The Concessionaire may undertake snow-grooming activities, provided that this causes minimal adverse effects to natural values on the Land.

### Use of explosives

115. The Concessionaire may use explosives to reduce avalanche risks.
116. The Concessionaire's safety plan (refer to clause 14 of Schedule 2) must address risks associated with all explosives activities and include means to avoid, remedy or minimise adverse effects. The Concessionaire must ensure that explosive charges are placed so there is minimal potential for adverse effects to be caused to natural features and wildlife present on the Land.

### Terrain modification

117. All new terrain modification must be approved and performed in accordance with the Annual Work Plan requirements set out in clauses 16 to 20 in this Schedule 3. However, the Concessionaire may maintain, in the same or similar

condition, the existing ski trails depicted on Schedule 4.5, and the existing mountain bike trails described as:

- (a) Rude Rock;
- (b) Coro Town (also known as Slip Saddle);
- (c) Downhill Track (also known as Coronet Downhill, DH trail or, Fall Line);
- (d) Cross Country Track (also known as Coronet Cross Country, XC trail or, Rocky Gully); and
- (e) Championship CC Track (also known as Meadows).

118. The Concessionaire may maintain any existing culvert or other runoff water control structure on the Land. The establishment of new culverts or other control structures must be sought via the Annual Work Plan approval process (refer clauses 16 to 20 in this Schedule 3).

## EASEMENT - SPECIFIC CONDITIONS

### Easement classes and easement facilities

119. The following classes of easement are created by this Concession:
- (a) Right to convey water over those parts of the Easement Land marked in “green” on Map 3 in Schedule 4;
  - (b) Right to drain sewage over those parts of the Easement Land shown in legend as wastewater pipelines (marked as a “black line”) and identified as wastewater dispersal area on Maps 2 and 4 in Schedule 4;
  - (c) Right of way over those parts of the Easement Land marked in “black dashed line” on Maps 2 and 3 in Schedule 4;
  - (d) Right to convey electricity over those parts of the Easement Land marked in “blue” on Map 3 in Schedule 4;
  - (e) Right to convey telecommunications over those parts of the Easement Land marked in “orange” on Map 3 in Schedule 4; and
  - (f) Right to convey gas over those parts of the Easement Land marked in “green” on Map 3 in Schedule 4.
120. For the purposes of this Concession, the phrase “easement facilities” means all those existing structures, facilities, plant or equipment owned or operated by the Concessionaire located upon the Easement Land and is depicted or described in Maps 3, 3.1 and 4 of Schedule 4 and in Schedules 4.1, 4.2, 4.3 and 4.4 including, for the avoidance of doubt, the following elements:
- (a) the water tanks and water reticulation equipment;
  - (b) snowmaking and snow pumping equipment including the equipment that transmits compressed air;
  - (c) the ski-lift pylons, lift cables, ski-lift chairs and gondola cabins;
  - (d) the sewage pipes including those comprising the sewage dispersal field;
  - (e) The 380 KVA diesel powered back-up generator; and
  - (f) The voice over internet protocol telecommunication system which operates via the underground fibre cable network, a simplified schematic of which is contained in Schedule 4.3.
121. The Concessionaire must (at its cost) operate, maintain and repair the easement facilities in accordance with accepted industry standards and with the Legislation. The Concessionaire must, at the Grantor’s request, provide the Grantor with documentary evidence of compliance with the said requirements.

### General

122. The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018 are varied as follows:
- (a) All references to the “grantee” are deemed to mean the Concessionaire.
  - (b) Clause 1 of Schedule 5 is amended by adding the words “in Schedule 4” after the words “on the plans” in paragraph (a) of the interpretation of “**easement area**”
  - (c) Clause 1 is amended by deleting (d) of the interpretation of “**easement facility**”

- (d) Clause 4 (Right to drain water) is not relevant to this Concession and is deleted.
  - (e) Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).
  - (f) Clauses 13 and 14 are deleted.
123. For ease of reference, Schedule 5 of this Concession contains a reproduction of Schedule 5 of the Land Transfer Regulations 2018 together with the amendments described in clause 122 above.

**Gondola Cabins**

124. If the Concessionaire modifies the gondola cabins and the Grantor determines that the modifications create an adverse effect from the reflection of light, the Grantor may require the Concessionaire, at its expense, to undertake anti-reflective mitigation methods (for example anti-reflective film) to minimise this effect.

## **SCHEDULE 3A**

### **PROTOCOL FOR THE REHABILITATION OF NATURAL ALPINE ENVIRONMENTS FOLLOWING SKI AREA DEVELOPMENT**

**Between**

**DEPARTMENT OF CONSERVATION (“DOC”) and NZSKI LIMITED**

#### **1. Introduction**

The protocol sets out practical means of achieving a high standard of environmental rehabilitation during and following development works at either Coronet Peak or The Remarkables Ski Areas. NZSki Limited will require its staff and contractors to act in accordance with the protocol.

The scope includes any work that results in any environmental disturbance including (not limited to) the indigenous vegetation, native fauna, soil, wetlands, streams, lakes and natural landforms of the ski area. Works may only be exempted from the protocol with prior agreement from DOC.

DOC staff will conduct regular monitoring to observe progress and assess effectiveness of the measures. This will include providing advice, troubleshooting unexpected problems, adjusting management approaches and, if necessary, require corrective action to ensure the objectives of the protocol are met.

#### **2. Objectives of the protocol**

To ensure that during the course of ski area developments there is a minimum of interference with the natural environment, and avoidance of disturbance to areas outside approved work areas;

To ensure that any indigenous vegetation disturbed by development is restored as near as possible to its original density and diversity, within the shortest practical timeframe;

To minimise the erosion and sedimentation of exposed soils (and soil among transplanted vegetation), optimising the longer term regeneration of indigenous vegetation through natural dispersal;

To otherwise replicate a high standard of natural appearance to any ground not occupied by permanent structures or required to regularly bear mechanised traffic; and

To establish a clear understanding between the staff and contractors of both the Department of Conservation (DOC) and NZSki Limited on the required standards for:

- Work site control measures;
- Removal and replacement of vegetation and top soil;
- Management of soil erosion and sediment control;
- Ongoing monitoring and maintenance of rehabilitated areas;
- Contracted monitoring; and
- DOC’s ability to suspend works.

#### **3. Work Site control measures:**



- a. Only machinery operators with a demonstrated ability in low impact earthworks and vegetation rehabilitation in an alpine setting are to undertake construction;
- b. Prior to works NZSki Limited shall ensure that a briefing occurs between its staff, contractors and DOC to ensure a common understanding of how works will be conducted;
- c. NZSki Limited must minimise disturbing non target areas when accessing and working within development sites. If machinery is required to move off existing tracks the least damaging route must be used and any disturbed vegetation must be rehabilitated when works are completed;
- d. The risk of soil erosion over denuded areas must be carefully managed until rehabilitation works are undertaken and soil is no longer exposed;
- e. Works must be conducted to ensure no contaminants are discharged onto the land or into watercourses (directly or indirectly). All vehicles, machinery, equipment and aggregate material must be cleaned of weeds, seeds and soils before entering the works area. Refuelling must be undertaken on hard surfaces away from watercourses and vegetation.
- f. Sensitive natural features including streams, wetlands, tarns, lakes and rare habitats are not to be disturbed, either for development works or access to development sites. Where disturbance is unavoidable prior approval must be sought and additional environmental protection measures may be required;
- g. All development and rehabilitation works impacting the natural environment must be completed by the 1<sup>st</sup> May. Any unfinished work must be stabilised to prevent soil erosion until works can recommence.

**4. Removal and replacement of vegetation and top soil:**

- a. Vegetation must be carefully removed in a manner to minimise damage to both the above ground plant and to protect as much soil material around the roots as possible;
- b. The remaining topsoil must also be removed before excavation of rock material may commence. If not used quickly with the replanting of vegetation this topsoil may be stockpiled for later use;
- c. All vegetation removed should be quickly replanted into areas where works have already been completed. This will usually occur through progressive reinstatement on completed formations behind the main work "face";
- d. Priority for replanting shall be given to areas prone to erosion;
- e. Individual plants or clumps of vegetated material ("sod") shall be reinstated by careful use of a digger bucket. Spacing should be no greater than 1 metre, unless directed otherwise by DOC.
- f. Final positioning of transplanted vegetation and sods should be conducted by hand tools, with top soil packed around each plant or

sod to maximise survivorship and to achieve a result that closely resembles the surrounding natural areas;

- g. When transplanted plants and sods are insufficient to cover the disturbed area additional vegetation may be sourced through splitting indigenous vegetation from adjacent areas. This should only be done where there is sufficient plant and humic material to allow survival of both 'parent' and 'split' plants.
- h. Nursery reared plants (usually tussocks) may also be used to supplement transplanted vegetation and sods. Only locally sourced seeds may be used to grow plants for the ski area. Nursery reared plants are susceptible to rapid die off and browsing and must be handled carefully as follows:
- Fertiliser is to be placed in the root well prior to planting;
  - Plants must be well bedded to lessen risk of uprooting by feral animals; and
  - Plants may be treated with suitable chemicals to deter browsing by feral animals.
- i. Locally sourced seed of appropriate species may be broadcast to promote vegetation growth between transplanted vegetation and sods. Exotic seeds may be spread only with prior approval;
- j. Special care must be taken when replanting on steep slopes between 30 and 45 degrees:
- Plants should be transplanted quickly, steep slopes require plants to be in the healthiest possible condition;
  - Indented troughs or depressions should be formed to create "bedding" for the tussocks or sods to be transplanted. Replanting should not occur on sheer surfaces;
  - Replanting should be as close together as practical, leaving little exposed ground;
  - Large heavy plants and sods should be staked for support where possible;
  - Steep slopes should be closely monitored and any plants or sods released from the slope quickly retrieved, split into smaller, lighter clumps and replanted back into the slope as described above;
  - Consideration should be provided to planting small nursery reared plants where possible;
  - Attempts at replanting vegetation on slopes steeper than 45 degrees should only proceed with prior approval;
- k. The vegetation removed at one site may be used at another development site within the ski area only with prior approval;
- l. If no areas are available for a quick reinstatement, vegetation may be temporarily stored in designated areas with prior agreement;
- All handling of vegetation for longer term storage must be done with great care to minimise cumulative damage to plants;

- Vegetation may only be stockpiled up to one metre high to avoid die off resulting from smothering and crushing; and
  - All vegetation temporarily stored must be watered when protracted dry conditions may impact on survivorship.
- m. If NZSki Limited expects to have a surplus of vegetation and/or topsoil at the end of works, this must be replanted /spread over other areas of rehabilitation, under direction from DOC.
- n. Any surplus rock material must not be stockpiled and/or spread over nearby terrain without prior approval.
- o. NZSki Limited will actively eradicate any noxious weeds from all development and rehabilitation areas; and
- p. No rock landscaping may be used as a substitute for vegetation unless by prior agreement.

**5. Management of soil erosion and sediment control**

- a. The surface of vehicle tracks, formed ski trails and any other disturbed ground without a cover of indigenous vegetation will be managed to improve water infiltration, minimise rilling and sheet erosion, reduce suspension of sediment and provide micro sites for wind borne seed to settle. Control measures include;
- shaping / crowning the surface;
  - applying an appropriate gravel surface in problem areas;
  - forming of earth, rock or vegetation bunds;
  - Ripping or roughening soils perpendicular to the slope angle; and
  - Constructing water tables/swale drains to intercept and divert surface flows.
- b. Where the slope angle exceeds 30 degrees natural features such as rocks could be incorporated into the slope where this lends to the stability of the site; this would require prior approval from DOC and potentially the support of geotechnical experts. This solution would be considered on a site by site basis.
- c. Water tables/swales must have a catchment area no greater than 2,000m<sup>2</sup>. Ski trails must have functioning swales no less than 60m apart. All water tables/swales must be clear of sediment and able to convey water.
- d. Water tables and swales must lead to an appropriately designed and armoured settlement pond to capture sediment so only clear water disperses into the surrounding landscape.
- These ponds must be large enough to 'settle' the flow and allow sediment to be deposited, particularly from heavy rainfall events. Precise dimensions will depend on the area and erosion potential of catchment above, however, these may be graduated areas 1m wide x 2m long x 1m deep. They should be armoured with rocks or surrounded by soil mounds and tussocks or geotextile materials.

- Sediment captured by settlement ponds are to be redistributed to assist re-vegetation of disturbed areas, whether previous or planned earthworks e.g. used to fill gaps between transplanted tussocks or to improve the mineral soil content when planting nursery tussocks.
  - Settlement ponds must be maintained such that they provide a means of monitoring the effectiveness of control measures thereby assist adjusting management approaches to reduce the potential for recurrent erosion.
- e. To protect wetlands and wetland vegetation from sediment no surface water carrying sediment must be allowed to run into wetland areas. Settlement ponds must not exit onto wetland areas. Water tables and swales must be designed to maintain the hydrological integrity of adjacent seepages and wetlands.
- f. Areas requiring erosion control measures are to be prioritised based on the following criteria:
- Vulnerability to erosion (e.g. slopes > 20 degrees, unconsolidated soils, disturbed ground adjacent to compacted soils)
  - Saturated soils on cut faces where seepages have been intercepted,
  - Remediation of slips or slumped land and stabilisation of land to prevent further or repeated slope failures.
  - Settlement areas that require armouring or treatment in order to filter water,
  - Stabilisation works required to facilitate revegetation.
- g. Areas identified for erosion control and soil conservation work may vary from year to year as revegetation occurs and slope and soil stability is achieved.
- h. Significant developments will have a soil conservation and erosion control plan in place prior to the commencement of works. This plan will demonstrate how the objectives of this protocol will be achieved.

**6. Ongoing monitoring and maintenance of the rehabilitated area**

- a. The purpose of the monitoring is to assess the progress of rehabilitation and advise NZSki Limited how to prevent or minimise risks to re-growth becoming self sustaining;
- b. All development and rehabilitation works will be monitored at least once prior to the commencement of work and again at completion of works. Interim monitoring may be required, depending on the nature of work. Following completion, regular monitoring will continue until DOC resolves, at its sole discretion, that the rehabilitation of the natural environment can progress unaided;
- c. Additional monitoring of erosion and sediment control measures will be made during or following significant periods of rainfall.
- d. Where monitoring establishes significant risks to rehabilitation, DOC will require NZSki Limited to take any reasonable steps to rectify the

situation and return the area to its desired condition. Any additional work required will be carried out at the cost of NZSki Limited;

- e. In the event that an area is not rehabilitated following works, monitoring will continue until rehabilitation works have begun. Attention will be paid to preventing erosion during any lay period;
- f. DOC should reserve the right to recover the actual and reasonable costs of monitoring work.

**7. Contracted monitoring:**

DOC may contract monitoring to an external person/s. This approach not only provides time savings, but can also source specialist expertise on how to rehabilitate the sensitive alpine vegetation. This expertise is also vital to advise on appropriate remedial actions for any issues, and to provide expert input to planning processes. Contracted monitoring will take place as follows;

- a. The contractor is generally tasked to monitor the implementation of this protocol during any ski area development work that disturbs the natural environment;
- b. The monitor is to resolve any concerns of a routine nature directly with NZSki Limited. Issues should be referred to DOC when problems are recurrent, significant in scale, unconventional or if a mutual agreement cannot be reached;
- c. To advise both DOC and NZSki Limited whenever their action (or inaction) may present a problem for ski area environment, whether related to a specific development or any other activity;
- d. The monitor is to immediately advise DOC and NZSki Limited if unauthorised works may be occurring, of significant risks to the natural environment that warrant suspension of works, and of any concerns with geotechnical hazards and/or public safety;
- e. Monitoring visits are to be scheduled in consultation with NZSki Limited and DOC at a frequency of no more than once a week and no less than three times a summer (depending on nature of works over summer);
- f. If agreement on scheduling cannot be reached, DOC will make a final decision and notify NZSki Limited of when monitoring is to occur;
- g. A brief written report of each monitoring visit is to be forwarded to DoC and NZSki Limited in a timely manner. Reports should take a broad approach to assess overall performance, record agreements reached on site and highlight unresolved issues. Reports should take advantage of photo monitoring where possible;
- h. The time required for visits (and reports) are to be appropriate to the works in progress. The monitor is to notify and seek agreement from NZSki Limited on where the combined time required for site visits and reporting is likely to exceed 5 hours;
- i. Support tasks supplementary to monitoring and reporting (eg research and meetings) are to be agreed with DOC and NZSki Limited prior work occurring;

- j. The time spent on monitoring visits, reporting and support work will be billed directly to NZSki Limited at a rate equivalent to DOC's current hourly rate for field staff, plus GST. Disbursements are to be billed separately.
- k. All monitoring reports and discussions between the contractor, NZSki Limited and DOC will be subject to the Official Information Act 1982.

**8. Right to suspend works**

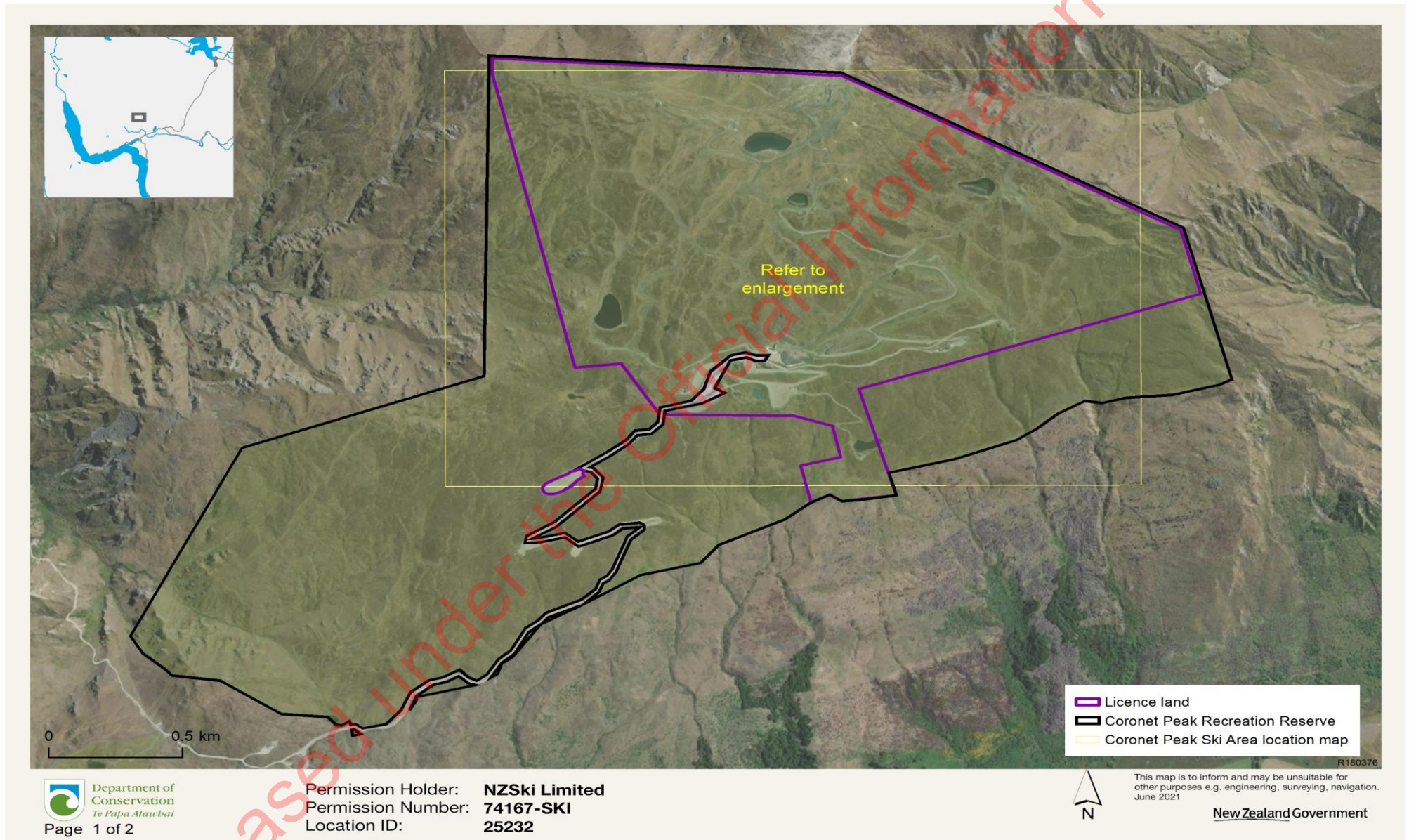
- a. DOC will, at its sole discretion, suspend any development work or activity should contracted monitoring, public feedback or DOCs own observations determine there are unexpected and/or significant impacts on the natural environment that are not being adequately rehabilitated.
- b. Any suspension shall remain in place until a response plan is agreed with NZSki Limited.

## **SCHEDULE 4**

### Index

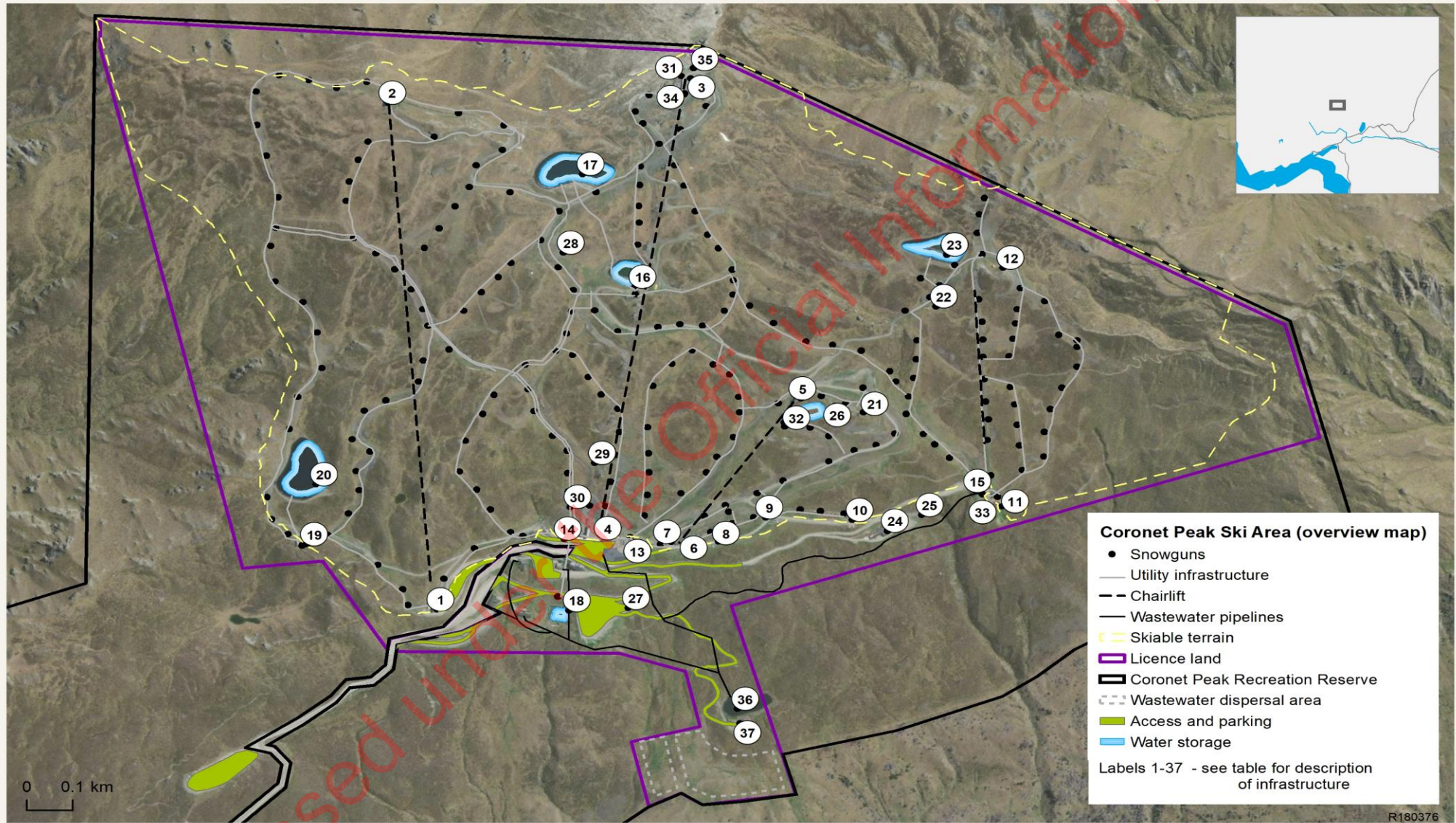
- Map 1: Location map
- Map 2: Overview map of ski area infrastructure
- Map 3: Above and below ground right of way and utilities (easements). Note: Detailed infrastructure shown on Map 3.1
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- Map 6: Car Parks 1-6 as labelled on top map and car park 7 coloured green on bottom map
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- Schedule 4.5: Trail network
- Schedule 4.6: Third Party Operators
- Schedule 4.7: Images of infrastructure (figure number reference in Schedule 4.1 table)

Map 1: Location map





Map 2: Overview map of ski area infrastructure



Permission Holder: **NZSki Limited**  
Permission Number: **74167-SKI**  
Location ID: **25232**

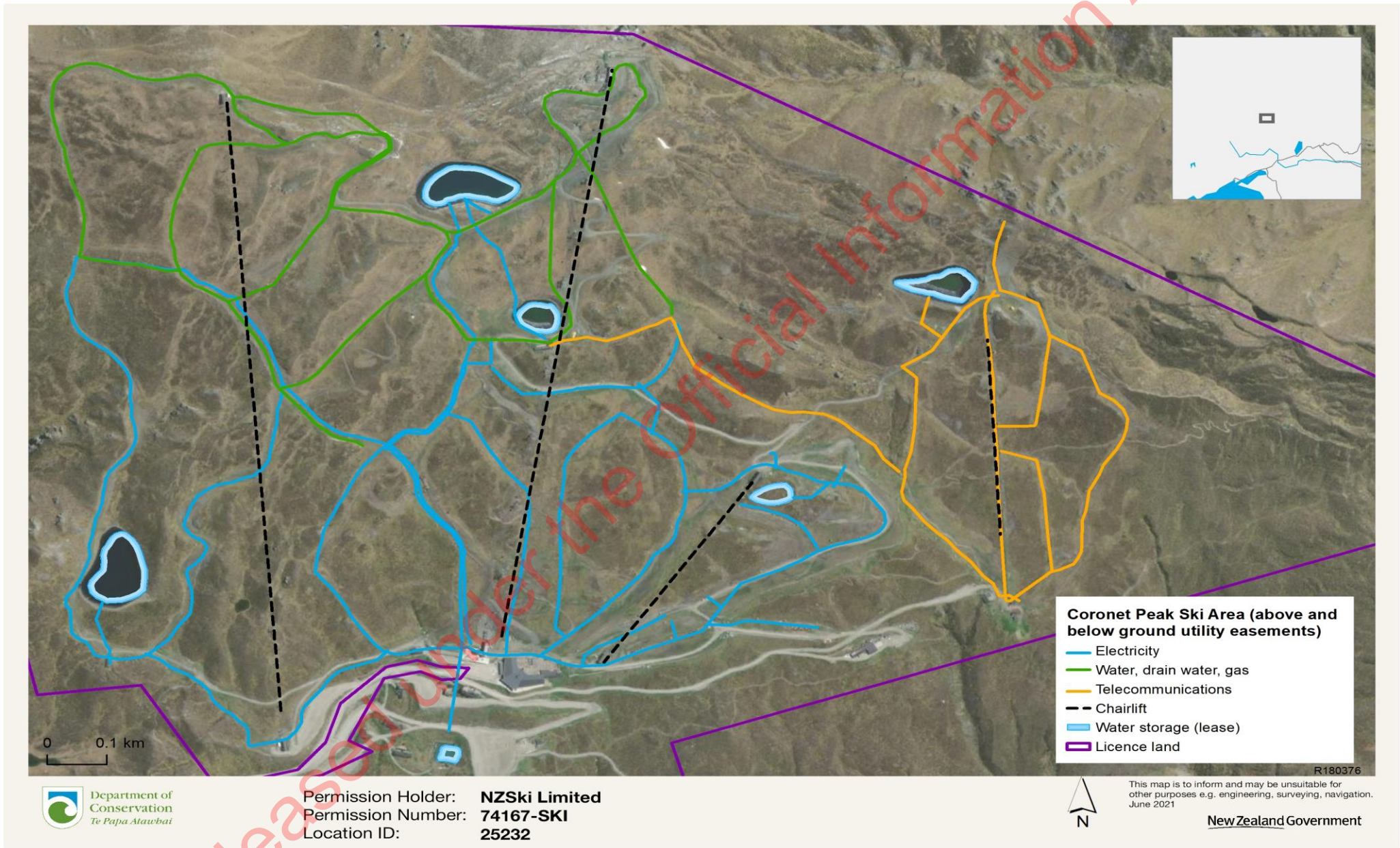


This map is to inform and may be unsuitable for other purposes e.g. engineering, surveying, navigation. June 2021

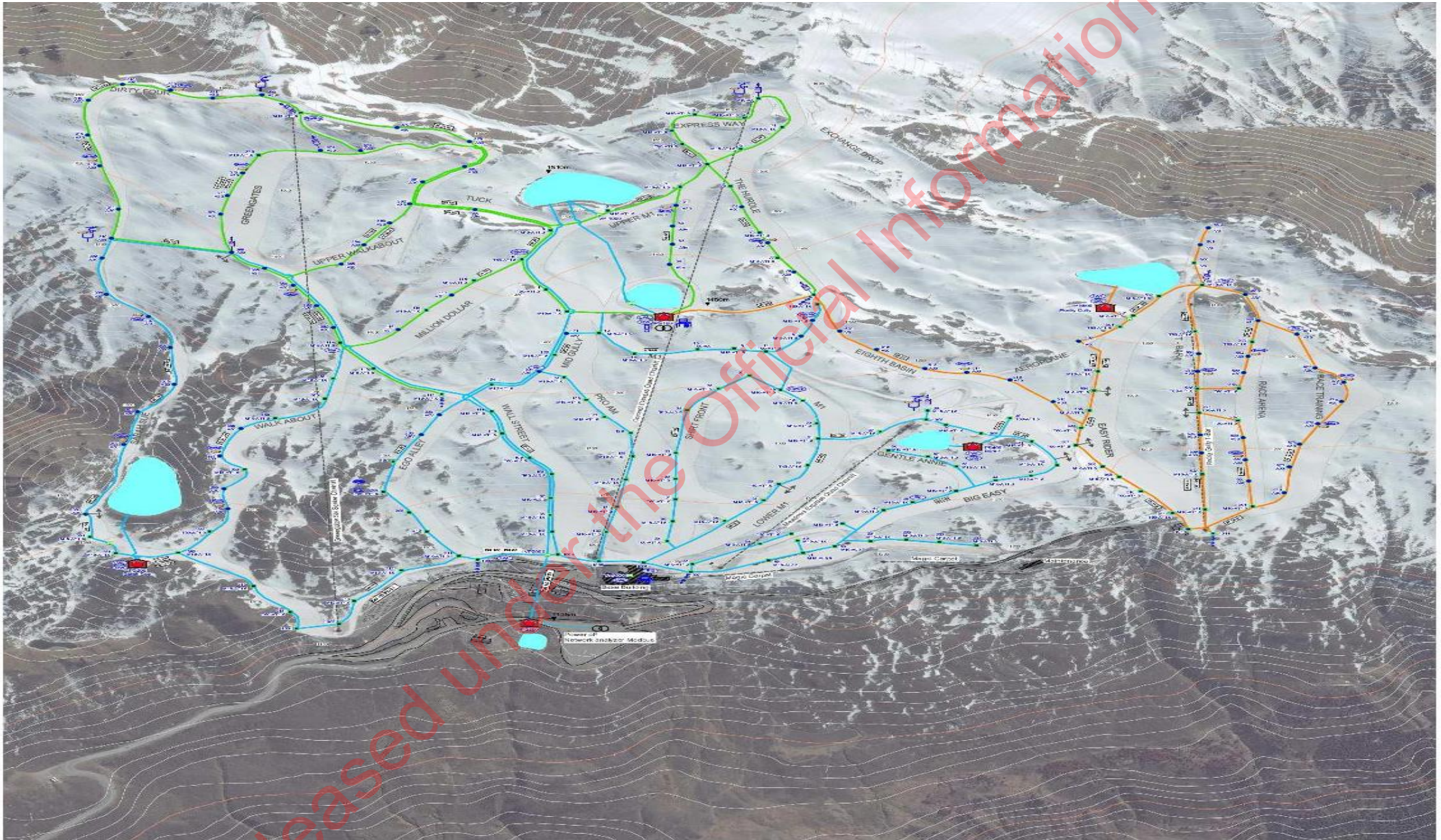
New Zealand Government

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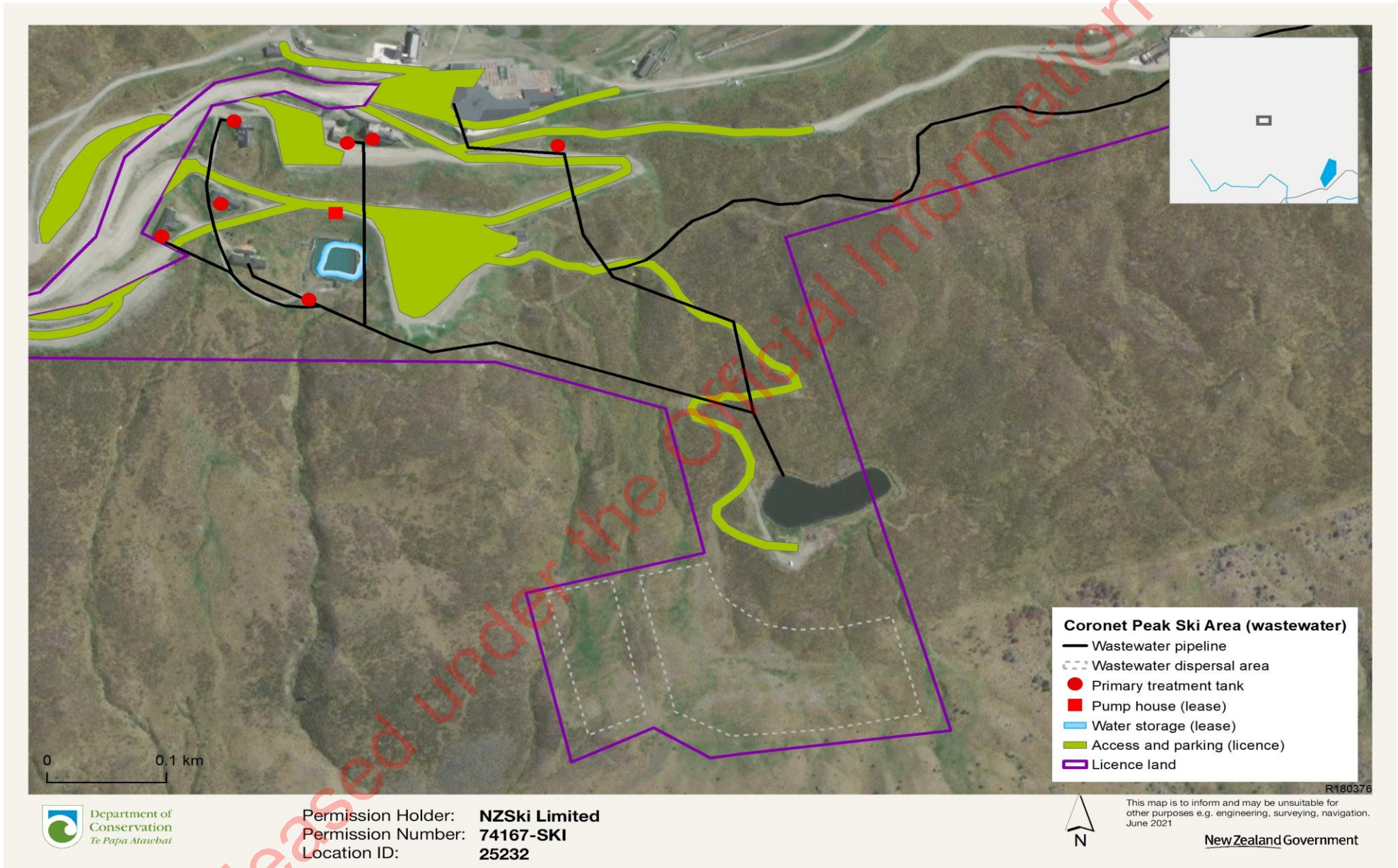
**Map 3:** Above and below ground right of way and utilities (easements). Note: Detailed infrastructure shown on Map 3.1 below.



**Map 3.1:** Detailed plan of above and below ground right of way and utilities (easements) as shown on Map 3 above



**Map 4:** Wastewater system (easement). Note: refer to Map 2 for continuation of pipeline up to Heidi's Hut (label 15)



**Map 5:** Depicting (a) the lease area of the JSD Lodge (Base Building) which measures 7,334m<sup>2</sup> and is outlined in orange; and (b) The al fresco dining area which may be used for the purposes of providing outdoor seating, tables and providing dining services to the public and is hatched in (yellow) within the lease area, and (blue) within the licence area



**Map 6:** Car Parks 1-6 as labelled on top map and car park 7 coloured green on bottom map



**Schedule 4.1: Table of Structures and Facilities**

This table to be read in conjunction with Maps 2 (labels), 3, 4 and 5 above

| Description of structure or facility                                     | Label / Map /<br>Schedule / Photo<br>Figure<br>(Map 2 label unless specified) | Concession<br>category | Area m <sup>2</sup><br>(unless ha)                              |
|--|---|------------------------|---|
| Greengates Drive Station   | 1   | Lease                  | 200   |
| Greengates Return Station  | 2   | Lease                  | 206   |
| Greengates chair and cables  |   | Easement               | 0.7998 ha<br>[1,333m (l) x<br>6m (w) =<br>7,998m <sup>2</sup> ] |
| Coronet Express Return Station   | 3   | Lease                  | 370   |
| Coronet Express Drive Station, including<br>storage garage               | 4   | Lease                  | 880   |
| Coronet Express chair, gondola and cables                                |   | Easement               | 0.7752 ha<br>[1,292m (l) x<br>6m (w) =<br>7,752m <sup>2</sup> ] |
| Meadows Drive Station  | 5   | Lease                  | 267   |
| Meadows Return Station   | 6   | Lease                  | 139   |
| Meadows chair and cables   |   | Easement               | 0.2496 ha<br>[416m (l) x 6m<br>(w) = 2,496m <sup>2</sup> ]      |
| Sunkid Carpet  | 7   | Lease                  | 43  |
| Beginner Carpet  | 8   | Lease                  | 224   |
| Dual Magic Carpet  | 9   | Lease                  | 471   |
| Kaser Carpet   | 10  | Lease                  | 328   |
| T-Bar Drive Station  | 11  | Lease                  | 61  |
| T-Bar Return Station   | 12  | Lease                  | 20  |
| T-Bar cables   |   | Easement               | 0.2250 ha<br>[375m (l) x 6m<br>(w) = 2,250m <sup>2</sup> ]      |
| JSD's Lodge (Base Building) (includes<br>apron and service/working area) | 13; Map 5   | Lease                  | 7,334   |

| Description of structure or facility  | Label / Map / Schedule / Photo Figure<br>(Map 2 label unless specified) | Concession category | Area m <sup>2</sup><br>(unless ha)                                      |
|---|---|---------------------|---|
| First Aid / Patrol Base   | 14  | Lease               | 138   |
| Heidi's Hut   | 15  | Lease               | 113   |
| RS1B – Elephant pit reservoir*  | 16a   | Lease               | 5,666   |
| PS100 Pump House & Transformers*  | 16b   | Lease               | 102   |
| RS1A – Top reservoir  | 17  | Lease               | 12,705  |
| PS200 & RS200 – co sited shed and reservoir   | 18  | Lease               | 1,825   |
| PS300 – Sara Sue Pump shed  | 19  | Lease               | 107   |
| RS300 – Sara Sue Reservoir  | 20  | Lease               | 12,293  |
| PS400 – Big easy Pump shed and bore   | 21  | Lease               | 38  |
| PS500 – Rocky Gully Pump Shed   | 22  | Lease               | 71  |
| RS500 – Rocky Gully Reservoir   | 23  | Lease               | 7,784   |
| Maintenance Workshop  | 24  | Lease               | 709   |
| 30,000L Diesel Tank   | 25  | Lease               | 18  |
| Kaser Fuel Park comprised of:<br>(a) 3500L above-ground petrol tank with concrete bund surrounding;<br>(b) A diesel bowser with controls linked to the main tank in the maintenance yard;<br>(c) A 2000L blue tank to support Euro 5 motors in the new snow groomers. | 26(a) and (b)   | Lease               | 17  |
| Power Factor Hut  | 27  | Lease               | 102   |
| Ice Bar   | 28  | Lease               | 24  |
| Water tanks (in ground)   | 29  | Easement            | .0150 ha [5 x 30m <sup>2</sup> = 150m <sup>2</sup> being circular area] |
| Wall St Transformer & switch gear   | 30  | Lease               | 9   |
| Viewing deck (timber)   | 31  | Licence             | 70  |
| Snowfactory (to be established)   | 32  | Lease               | 31  |
| Race team huts  | 33  | Lease               | 62  |
| Patrol top hut  | 34  | Lease               | 14  |
| Airways Hut (Summit Building)   | 35  | Lease               | 28  |



| Description of structure or facility   | Label / Map / Schedule / Photo Figure<br>(Map 2 label unless specified)  | Concession category | Area m <sup>2</sup><br>(unless ha)  |
|--|--|---------------------|---|
| Wastewater Treatment Pond  | 36   | Lease               | 4,000   |
| Wastewater treatment tanks (in ground) and hut above.  | 37   | Lease               | 100   |
| Wastewater Dispersal Field   | Maps 2 & 4;<br>Schedule 4.2  | Easement            | 3.00 ha   |
| Underground systems and infrastructure (Sewage/communication/ water)                                       | Maps 2 to 4;<br>Schedules 4.2 to 4.4   | Easement            | 6.37 ha<br>[18,925m (l) x 3m (w) = 56,775m <sup>2</sup> ] +<br>Wastewater pipeline<br>[2297m (l) x 3m (w) = 6,891m <sup>2</sup> ] |
| Telecommunication  | Maps 2 to 3.1;<br>Schedule 4.3   | Easement            | Included in 6.37 ha area above  |
| Power reticulation   | Maps 2 to 3.1  | Easement            | Included in 6.37 ha area above  |
| Snowmaking infrastructure (snow guns/water reticulation)   | Maps 2 to 3.1;<br>Schedule 4.4   | Easement            | Included in 6.37 ha area above  |
| Carparks and access road   | Maps 2, 4 & 6  | Licence             | 83.00 ha  |
| Balance of ski area (includes skiable terrain)   | Maps 1 & 2   | Licence             | 196.3431 ha   |
|  |  |                     |   |
| Comments:<br><br>*PS and RS refer to Pump Stations and Reservoirs, part of the snow making infrastructure. | <b>Total Lease area</b>  |                     | <b>5.6499 ha</b>  |
|  | <b>Total Licence area (excluding lease area) (as shown as purple outline area on Maps 1 and 2 in Schedule 4)</b> |                     | <b>279.3501 ha</b>  |
|  | <b>Total Easement area</b>   |                     | <b>11.4346 ha</b>   |

**Schedule 4.2:** Wastewater (refer to Maps 2 and 4 above)

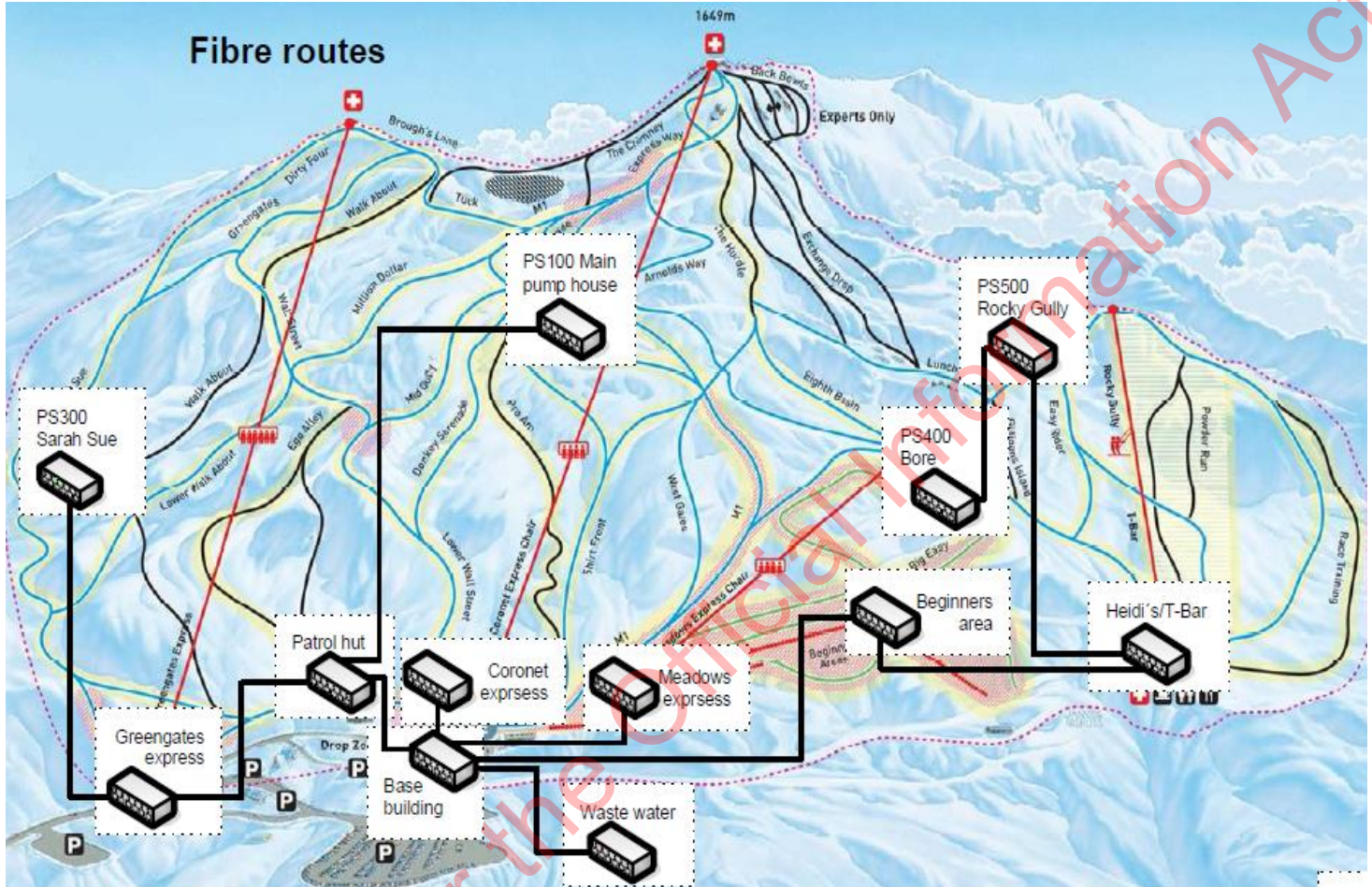
Coronet Peak uses a submerged air filtration system to process all wastewater and sewage. The wastewater treatment plant (WWTP) is located 400m below JSD's lodge and is also used by each of the 6 club huts, Heidi's Hut (figure 15) and the Maintenance workshop (figure 24). The WWTP can treat and discharge up to 65m<sup>3</sup> of treated effluent per day. Any inflow greater than 65m<sup>3</sup> is diverted into a 3000m<sup>3</sup> storage pond where it is stored and treated when inflow is less than 65m<sup>3</sup> per day.

The treated effluent is discharged to an irrigation field which further treats the effluent prior to it entering the natural waterways.



**Schedule 4.3:** Telecommunication (refer to Map 3 above)

Coronet Peak utilises a voice over internet protocol (VOIP) telecommunication system. The VOIP system operates via an underground network of Fibre cables with the main server located in Queenstown and backup server located at Mt Cook. A simplified schematic of the fibre network is displayed below.



**Schedule 4.4:** Potable water (refer to Map 3 above)

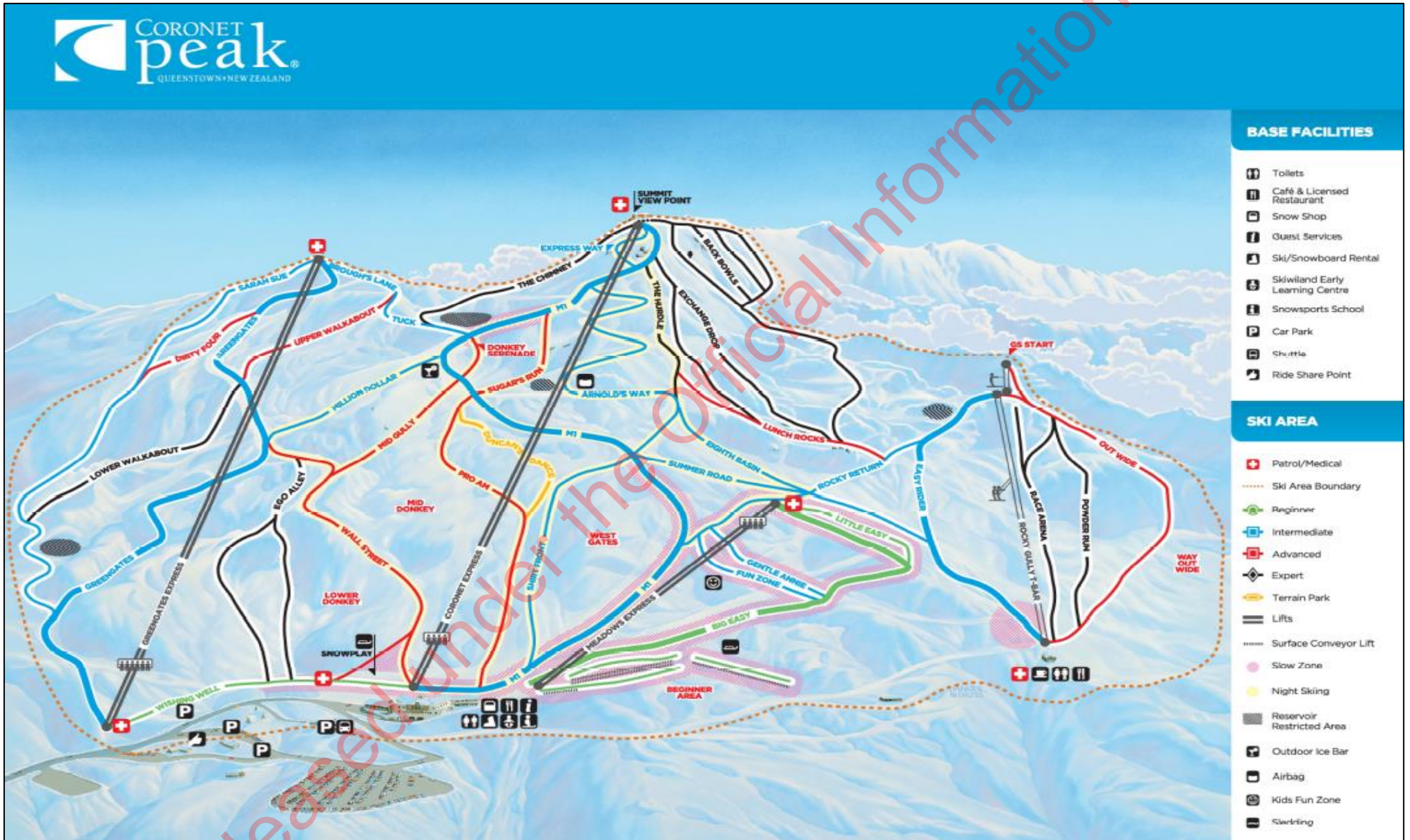
Coronet Peak has consent to take up to 4.3L of water per second from an unnamed spring located 100m to the west of JSD's lodge. The spring is one of many tributaries of Station Creek. The spring water is pumped 180m above the JSD's Lodge and stored in 5 x 25,000l underground tanks before travelling back down the mountain to be shared with 6 ski club huts occupying sites located around the Coronet Peak car parks. These club huts have independent leases with DOC.



**A** – Gobblers Lodge, **B** – Rocky Gully Ski Club, **C** – Wakatipu Ski Club, **D** – Southland Ski Club, **E** – Vincent Ski Club, **F** – Otago Ski Club

Schedule 4.5: Trail Network

Concession Number: 74167-SKI



**Schedule 4.6: Third Party Operators**

This table to be read in conjunction with clause 44 in Schedule 3.

**4.6.1 Tables - General description of third party activities**

| <b>Map ref</b> | <b>General Description</b>   | <b>Location</b>   |
|----------------|--|---|
| 1-5            | Transmission equipment and antennae  | Schedule 4.6.2 map and photo's  |
| 1              | The 'airways' hexagon (Summit building) is owned by the Concessionaire. Kordia (photo below) infrastructure has been linked to this building via over ground galvanised pipes.                     | <ul style="list-style-type: none"> <li>• Schedule 4.6.2 map and photo</li> <li>• Schedule 4.1 table (label 35)</li> </ul>         |
| 2              | An aerial mounted on a wooden post above the top of Greengates lift. Mediaworks hosts the control equipment in a corner of the lift control hut at top of Greengates. See Schedule 4.1 (label 35). | <ul style="list-style-type: none"> <li>• Schedule 4.6.2 map and photo</li> <li>• Schedule 4.1 table (label 2)</li> </ul>          |
| 4              | Hut and aerial tower side of Learners slope.   | <ul style="list-style-type: none"> <li>• Schedule 4.6.2 map and photo</li> <li>• Schedule 4.1 table (labels 7 &amp; 8)</li> </ul> |
| 5              | Hosted within the basement of JSD's Lodge (Base Building) and aerials mounted on outside of building. Includes Concessionaire's own reticulation of network to Remarkables.                        | <ul style="list-style-type: none"> <li>• Schedule 4.6.2 map and photo</li> <li>• Schedule 4.1 table (label 13)</li> </ul>         |
| 6              | Launch from 4 sites.   | Schedule 4.6.2 map and photo's (6A-D)   |
| 6A             | Launch site 6A is outside the Coronet Peak Recreation Reserve.   | Schedule 4.6.2 map and photo (6A)   |
| 6D             | Outside Coronet Peak Recreation Reserve and administered under NZSki agreement with LINZ.  | Schedule 4.6.2 map and photo (6D)   |

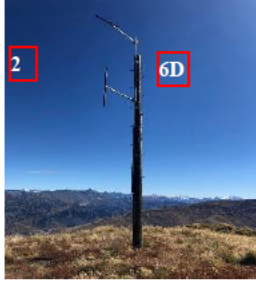
| Map ref      | Business                                 | Activity Description   | Area m <sup>2</sup> |
|--------------|--|--|---------------------|
| 1            | Kordia                                   | New Zealand government-owned broadcast and telecommunication company, operating in New Zealand and Australia   | 22                  |
|              | Airways Corporation                      | Controls all domestic and international air travel within New Zealand's Flight Information Region (FIR)  | 21                  |
|              | Tourism Milford Limited                  | Guided walks and overnight lodges on the Routeburn and Milford tracks (sister company of Concessionaire's)   | 1                   |
|              | Northern Southland Transport             | Freight and haulage company (sister company of Concessionaire's)   | 1                   |
|              | Queenstown Lakes District Council (QLDC) | Local government - district council  | 1                   |
|              | Delta                                    | Utility services company. co-hosting with Kordia   |                     |
| 2            | Mediaworks                               | New Zealand based television, radio and interactive media company  | 1                   |
| 4            | 2 Degrees                                | Telecommunication provider   | 6                   |
|              | Lightspeed                               | Optimisation of network design to installation, maintenance and improvements   | 1                   |
| 5            | Vodafone NZ                              | Telecommunications   | 4                   |
|              | Chorus                                   | Provider of telecommunications infrastructure  | 3                   |
|              | Spark                                    | Telecommunications   | 3                   |
|              | NZSki Limited                            | Internet and phone relay to Remarkables Ski Area across the valley   |                     |
|              | NZ Police                                | NZ Police force  | 1                   |
| 6<br>A,B,C,D | Coronet Tandems                          | Independent operator providing tandem paragliding and hang gliding tours   | 6A = 350            |
|              | Skytrek                                  | Independent operator providing tandem paragliding and hang gliding tours   | 6B = 450            |
|              | Infinity Paragliding                     | Independent paragliding school offering range of courses from 1 day introduction to advanced solo piloting   | 6C = 300            |
|              | G-Force                                  | Independent operator providing tandem paragliding and hang gliding tours   | 6D =                |
|              | Extreme air                              | Independent paragliding and hang gliding school  | 300                 |
|              | Ski Lodges                               | The ski lodges are referred to in Item 1 of Schedule 1 and Schedule 4.4:<br><br>A. Gobblers Lodge (Coronet Work Limited)<br>B. Rocky Gully Ski Club<br>C. Wakatipu Ski Club<br>D. Southland Ski Club<br>E. Vincent Ski Club<br>F. Otago Ski Club |                     |

4.6.2 Indicative locations of third-party operators





Sec 9(2)(a)



Released under the Official Information Act

**Schedule 4.7:** Images of infrastructure (figure number references in Schedule 4.1 table above)

Figures 1 & 2: Greengates Express Drive & Return Chairlift – 200m<sup>2</sup> & 206 m<sup>2</sup>



Figure 3: Coronet Express Return Station – 370m<sup>2</sup> [see Figure 4.3(a)]

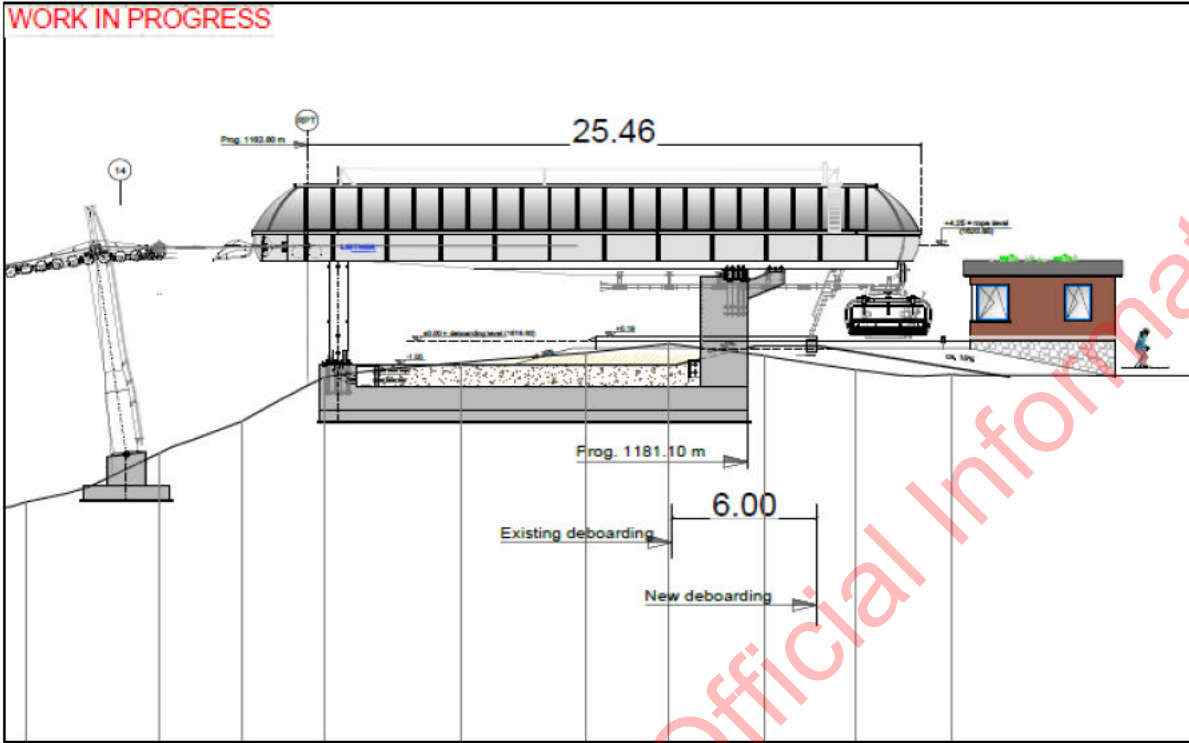


Figure 4: Coronet Express Drive Station (including Storage Garage) – 880m<sup>2</sup> [see Figure 4.3(b)]

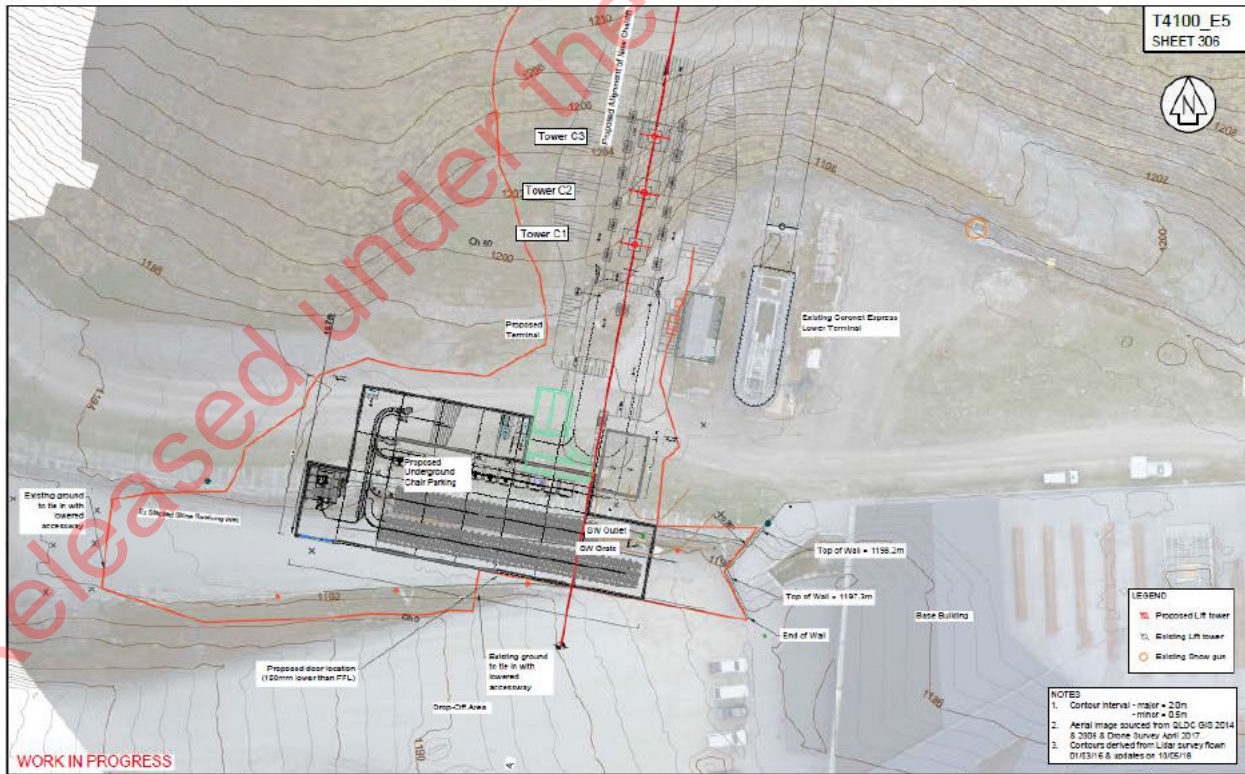


Figure 4.1: Coronet Express Gondola Cabins [see figure 4.3(a)]

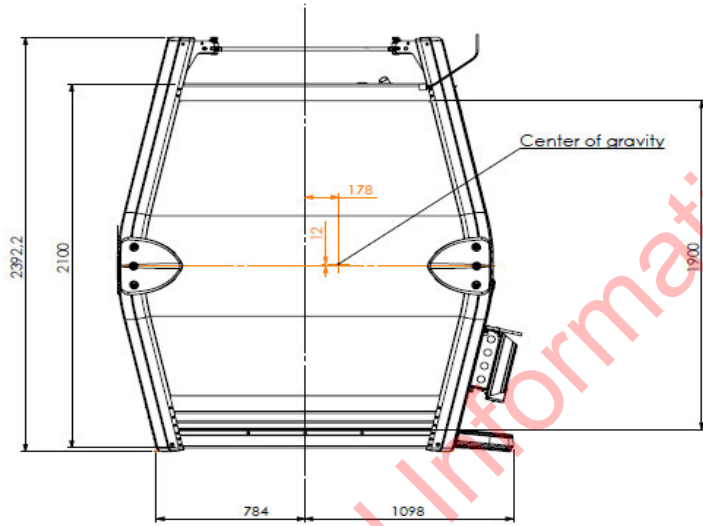


Figure 4.2: Coronet Express Chairs

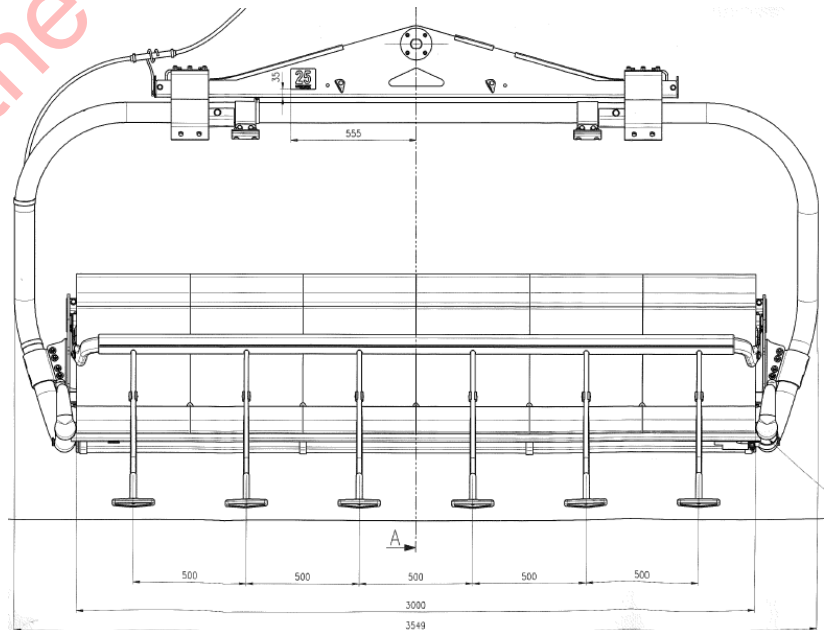


Figure 4.3: Coronet Express Chair and Gondola Parking Garage – 880m<sup>2</sup> [see figure 4.3(b)]



The parking garage is designed to house 72 chairs and 12 Gondola cabins. The lift line can accept any configuration of chairs and gondolas up to a maximum of 72.



Figure 4.3(a): Completed replacement of Coronet Express return top station and service building. Gondola cabin can be seen attached to chairlift on left hand side



Figure 4.3(b): View looking down from the Coronet Express return top station towards the completed drive bottom station, service building and parking garage

Figure 5: Meadows Express Drive Station - 267m<sup>2</sup>



Figure 6: Meadows Express Return Station - 139m<sup>2</sup>



Figure 7: Sunkid Carpet - 43m<sup>2</sup>



Figure 8: Beginner Carpet - 224m<sup>2</sup>





Figure 9: Dual Magic Carpet - 471m<sup>2</sup>



Figure 10: Kaser Carpet - 328m<sup>2</sup>



Figure 11: T-Bar Drive Station - 61m<sup>2</sup>



Figure 12: T-Bar Return Station - 20m<sup>2</sup>

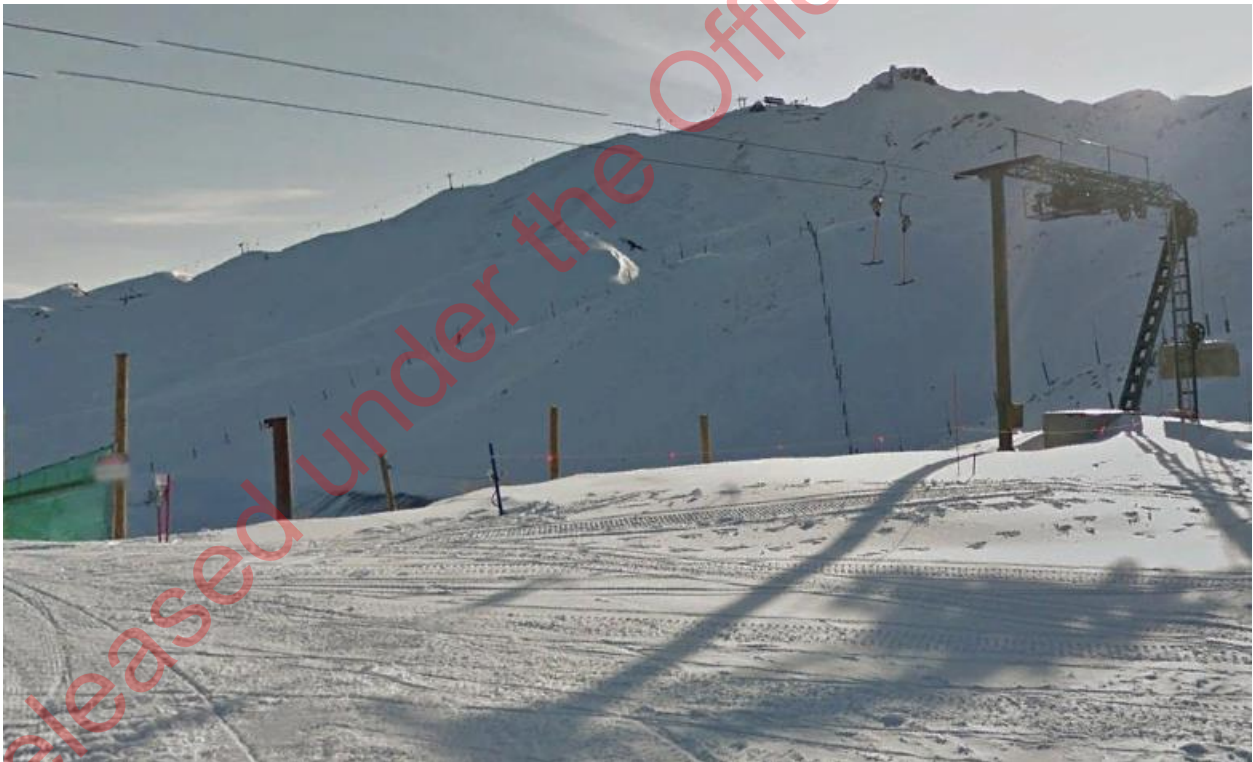


Figure 13: JSD's Lodge (Base Building) – 7,334m<sup>2</sup>



Figure 14: First Aid / Patrol Building - 138m<sup>2</sup>



Figure 15: Heidi's Hut - 113m<sup>2</sup>



Figure 16 (a & b): RS1B Elephant Pit Reservoir - 5,666m<sup>2</sup> & PS100 Pump House & Transformers - 102m<sup>2</sup>



Figure 17: RS1A Top Reservoir – 12,705m<sup>2</sup>



Figure 18: PS200 & RS200 Co-sited Shed & Reservoir – 1,825m<sup>2</sup>



Figure 19: PS300 Sara Sue Pump Shed - 107m<sup>2</sup>



Figure 20: RS300 Sara Sue Reservoir - 12,293m<sup>2</sup>



Figure 21: PS400 Big Easy Pump Shed & Bore - 38m<sup>2</sup>



Figure 22: PS500 Rocky Gully Pump Shed - 71m<sup>2</sup>



Figure 23: RS500 Rocky Gully Reservoir – 7,784m<sup>2</sup>



Figure 24: Maintenance Workshop - 709m<sup>2</sup>





Figure 25: 30,000L Diesel Tank – 18m<sup>2</sup>



Figure 26: Kaser Fuel Park - 17m<sup>2</sup>



Figure 27: Power Factor Hut - 102m<sup>2</sup>



Figure 28: Ice Bar - 24m<sup>2</sup>



Figure 29: 5 x 25000 Litre Underground Water Tanks



The underground tanks provide storage for potable water and firefighting

Figure 30: Wall St Transformer and Switch Box - 9m<sup>2</sup>



Figure 31: Wooden Viewing Deck - 70m<sup>2</sup>



Figure 33: Race Huts and Storage - 62m<sup>2</sup>



Figure 34: Patrol Top Hut associated with Coronet Express Lift - 14m<sup>2</sup>



# SCHEDULE 5

## RIGHTS AND POWERS IMPLIED IN EASEMENTS

### SCHEDULE 5, LAND TRANSFER REGULATIONS 2018

#### 1 Interpretation

In this schedule, unless the context otherwise requires,—

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

**burdened land**, in relation to an easement,—

- (a) means the land over which the easement is registered and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document; and
- (b) includes the easement area

**easement area**, in relation to an easement, means an area that—

- (a) is shown on the plans in Schedule 4; and
- (b) is referred to in the relevant easement instrument, transfer instrument, or deposit document as the area to which the easement applies

**easement facility**,—

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

**grantee and grantor**—

- (a) have the meanings given by section 107 of the Act; and

- (b) in clauses 3 to 9 and 12(1), include those persons' agents, employees, contractors, tenants, licensees, and invitees

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

**telecommunication** means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not.

## **2 Classes of easements**

For the purposes of regulation 21, easements are classified by reference to the following rights:

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

*Rights and powers implied in easements granting certain rights*

## **3 Right to convey water**

- (1) A right to convey water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).
- (4) The grantor must not do and must not allow to be done anything on the burdened land that may cause the purity or flow of water in the water supply system to be polluted or diminished.

## **4 Right to drain water**

4(1) to 4(3) deleted as not relevant.

## **5 Right to drain sewage**

- (1) A right to drain sewage includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity—
  - (a) from the benefited land through the easement facility and over the easement area; or

(b) for an easement in gross, through the easement facility and over the easement area.

- (2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

## **6 Rights of way**

- (1) A right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
- (2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
  - (a) vehicle, machinery, or implement; or
  - (b) domestic animal or (if the burdened land is rural land) farm animal.
- (3) A right of way includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposits of materials, or unreasonable impediment) to the use and enjoyment of the easement facility.
- (4) The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent by any period of necessary repair or maintenance of the easement facility.
- (5) The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1).

## **7 Right to convey electricity**

- (1) A right to convey electricity includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

## **8 Right to convey telecommunications**

- (2) A right to convey telecommunications includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the easement facility and over the easement area and (for an easement that benefits land) to and from the benefited land.



- (3) The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (4) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

**9 Right to convey gas**

- (1) A right to convey gas includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (2) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

*Rights and powers implied in all classes of easement*

**10 General rights**

- (1) All the easements referred to in this schedule include—
  - (a) the right to use any easement facility already situated in the easement area for the purpose of the easement granted; and
  - (b) if no suitable easement facility exists in the easement area, the right to lay, install, and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility that the grantee reasonably requires and for which the grantor has given prior consent; and
  - (c) the right to repair and maintain the easement facility.
- (2) The grantor must not unreasonably withhold consent under subclause (1)(b).
- (3) The grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (4) The grantee must not do and must not allow to be done on the benefited land (if any) or the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (5) To avoid doubt, all the easements referred to in this schedule (other than for a right to convey electricity) include the right to convey electricity necessary to operate a pump or other equipment that is part of the easement facility.

**11 Repair, maintenance, and costs**

- (1) If the 1 or more grantees have exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the

easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.

- (2) Deleted.
- (3) If the easement is in gross, the grantee bears the cost of all work done outside the burdened land.
- (4) The parties responsible for maintenance under subclause (1), or (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (5) Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.
- (6) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
  - (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
  - (b) the balance of those costs is payable in accordance with subclause (2).
- (7) The costs of any electricity used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

## **12 Rights of entry**

- (1) The grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations,—
  - (a) enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, and equipment; and
  - (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
  - (c) leave any vehicles or equipment on the burdened land for a reasonable time if work is proceeding.
- (2) However, the grantee must first give reasonable notice to the grantor.
- (3) The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor.
- (4) The grantee must ensure that all work is performed properly.
- (5) The grantee must ensure that all work is completed promptly.
- (6) The grantee must immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.
- (7) The grantee must compensate the grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the burdened land.

**13 Default**

Deleted.

**14 Disputes**

Deleted.

Released under the Official Information Act

## SCHEDULE 6

### STATEMENT OF GROSS ANNUAL REVENUE

**NZSki Limited**  
**Coronet Peak Ski Area**

#### **Lease and Licence and Easement**

Concession Number: 74167-SKI

**CONCESSION YEAR: 01/12/\_\_\_\_\_ to 30/11/\_\_\_\_\_**

*(note: year 1 will run from commencement of this Concession to 30 November 2024)*

#### **Items for inclusion:**

- A. A statement signed by the Concessionaire as to the Concessionaire's Gross Annual Revenue for the Concession Year (or part-year if relevant) in which the revenue streams are clearly delineated by activity type; and
- B. A statement signed by the Concessionaire setting out how many people have used the Concessionaire's various services and facilities each month during the Concession Year (or part-year if relevant); and
- C. A chartered accountant certified, full set of financial statements that clearly shows the Gross Annual Revenue associated with each aspect comprising the Concession Activity for the Concession Year just gone (or part-year if relevant); and
- D. If the Gross Annual Revenue associated with the Concession Activity cannot be clearly identified in the financial statements, a reconciliation between the Concession Activity and financial statements must be prepared and accompany the full financial statements.

Please return to:

Department of Conservation  
PO Box 5244  
Ōtepoti/Dunedin 9054  
email: [transactioncentre@doc.govt.nz](mailto:transactioncentre@doc.govt.nz)