



# Concession Document (Conforming Guiding Permit)

Concession Number: 103734-GUI

**THIS CONCESSION** is made this 22<sup>st</sup> day of February 2023

## **PARTIES:**

**Minister of Conservation** (the Grantor)

**ProGuides New Zealand Incorporated** (the Concessionaire)

**Financial members of the Association who are party to the concession who have signed the acknowledgement in APPENDIX TWO of this Permit** (individually and collectively called "the Concessionaire")

## **BACKGROUND**

- A. The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B. The Department is under the control of the Grantor.
- C. The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D. The Grantor administers the public conservation land described in Schedule 1 as the 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 Grantor and the Concessionaire acknowledge that the Association is a party to this contract for the purpose of coordinating the agreement of the Concessionaire to the Permit and for any variations to the Permit, and for negotiating concession fee reviews with the Grantor.
- I. The Grantor acknowledges that the general principle in this Permit for the creation of obligations for a Concessionaire is that each Concessionaire is only liable to the Grantor for the undertaking of its own Concession Activities, and not those of any other Concessionaire.
- J. The parties wish to record the terms and conditions of this Concession and its Schedules.

## **OPERATIVE PARTS**

- K. In exercise of the Grantor's powers under the Conservation legislation the Grantor

**GRANTS** to the Concessionaire a **CONFORMING GUIDING PERMIT** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.



SIGNED on behalf of the Minister of Conservation by Anna Ginnaw, Statutory Processes Manager (System Transactions) acting under delegated authority

in the presence of:



Witness Signature  
Witness Name: Michelle Pearce  
Witness Occupation: Advisor  
Witness Address: Box 5244, DUNEDIN 9054

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.

The seal of ProGuides New Zealand Incorporated

was affixed in the presence of :

\_\_\_\_\_  
Authorised Signatory  
[name]

\_\_\_\_\_  
Authorised Signatory  
[name]

**SCHEDULE 1**

1.	<b>Land</b> (Schedule 3)	As listed in Schedule 3 (clause 1)
2.	<b>Concession Activity</b> (clause 2)	Guided walking more specifically as listed in Schedule 3 (condition 1) together with rights of vehicular access over formed roads and use of formed car parks located on public conservation land and which service the Land.
3.	<b>Term</b> (clause 3)	Five years, commencing on 01 June 2023
4.	<b>Renewal(s)</b> (clause 3)	None
5.	<b>Final Expiry Date</b> (clause 3)	31 May 2028
6.	<b>Concession Fee</b> (clause 4)	<p><b>Annual Activity Fee:</b></p> <p>\$10.00 plus GST per adult client guided per full day (defined as a period of more than 4 hours but no more than 24 hours);</p> <p>\$5.00 plus GST per adult client guided per half day (a half day being defined as more than 1 hour but no more than 4 hours);</p> <p>and</p> <p>\$1.00 plus GST per adult client guided per hour or less.</p> <p>For any client charged by the Concessionaire at a reduced rate as a 'child', the annual activity fee is to be half the adult client concession activity fee.</p> <p><b>Annual Management Fee:</b></p> <p>\$400.00 plus GST for the first eight (8) members then \$50.00 plus GST per member thereafter, per annum</p> <p><b>Monitoring Fee:</b></p> <p>Standard Departmental charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions.</p>
7.	<p><b>a. Concession Fee Payments</b></p> <p><b>b. Activity Returns Dates</b></p> <p>(clauses 4 and 6.1)</p>	<p>a. Annually in arrears</p> <p>b. Annually in arrears</p>
8.	<b>Concession Fee Payment Date(s)</b> (clause 4)	As specified on invoice
9.	<b>Penalty Interest Rate</b>	Double the current Official Cash Rate (OCR).

	(clause 4)	<a href="#">See Reserve Bank of New Zealand website</a>
10.	<b>Concession Fee Review Date(s)</b> (clause 5)	01 April 2026
11.	<b>Health and Safety</b> (clause 12)	Audited Safety Plan: Required Auditors certificate of approval to be provided to Grantor
12.	<b>Concessionaire Identification</b> (clause 23)	Required
13.	<b>Insurance</b> (To be obtained by Concessionaire) (clause 11)	Types and amounts: Public Liability Insurance for general indemnity for an amount no less than \$1,000,000.00; and Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
14.	<b>Addresses for Notices</b> (clause 21)	The Grantor's address is: <u>Physical Address:</u> Department of Conservation 265 Princes Street Dunedin 9016  <u>Postal Address:</u> Department of Conservation Atten: National Transaction Centre PO Box 5244 Dunedin 9054  Phone: (03) 477 0677 Email: <a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a>
		The Concessionaire's address in New Zealand is: <u>Physical Address</u> 49 Horotane Valley Road Heathcote Christchurch 8022 Phone: 027 422 5863 Email: <a href="mailto:finance@proguides.co.nz">finance@proguides.co.nz</a>
15.	<b>Special Conditions</b>	See Schedule 3

	(clause 25)	
16.	<b>Processing Fee</b> (clause 4)	\$1,895.00 plus GST

Note: The clause references are to the Minister of Conservation's Standard Terms and Conditions for Conforming Guiding Permits set out in Schedule 2.

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS FOR CONFORMING GUIDING PERMITS**

#### **1. Interpretation**

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

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

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

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

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 3.2 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.
- 3.3 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.

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

- 4.1 The Concessionaire must pay the Processing Fee (Item 16 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.

4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee (which includes the Annual Activity Fees, the Management Fee, and the Environmental Monitoring Fee) plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 6, 7 and 8 of Schedule 1.

4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

#### **5. When can the fees be reviewed?**

5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date stated in Item 10 of Schedule 1. The new Concession Fee is to be the market value of the Concession Activity carried out on the Land having regard to the matters set out in section 17Y(2) of the Conservation Act 1987.

5.2 Both parties are to agree on the new fee within 30 working days of the Grantor giving the Concessionaire written notice of the review.

5.3 If the parties cannot so agree then each party is to appoint a Registered Valuer who must meet and agree on the new fee. If the Registered Valuers fail to reach agreement the new fee is to be determined by an umpire appointed by the two Registered Valuers. Each party is to bear that party's own costs and half the costs of the umpire (if any).

#### **6. What about Activity return forms?**

6.1 The Concessionaire must complete a Client Activity Return form in the format required by the Grantor, and return them to the Grantor on the Activity Return Dates stated in Item 7 of Schedule 1. The Grantor may request further or different activity related information to better monitor and determine any effects of the Concession Activity on the Land.

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

7.1 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.

7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.

7.3 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.

7.4 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.



7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

7.6 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.

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

8.1 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.

8.2 The Concessionaire must ensure that it adheres to the international “Leave No Trace” Principles at all times ([www.leavenotrace.org.nz](http://www.leavenotrace.org.nz)).

8.3 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.

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

9.1 For purposes of this Concession, “Structures” means chattels of any description.

9.2 The Concessionaire must not place any Structures on the Land without the prior written consent of the Grantor.

9.3 The Concessionaire must keep all Structures, buildings, fences, gates, drains and other improvements now or hereafter upon the Land, in good order, condition and repair.

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

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

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

11.1 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.

11.2 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.

- 11.3 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.
- 11.4 Without prejudice to or in any way limiting its liability under this clause 11 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 stated in Item 13 of Schedule 1 with a substantial and reputable insurer.
- 11.5 The Grantor may on each Concession Fee Review Date on giving 10 working day's notice to the Concessionaire alter the amounts of insurance required under clause 11.4. 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.
- 11.6 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.

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

- 12.1 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 11 of Schedule 1), and with any safety directions of the Grantor.
- 12.2 Before commencing the Concession Activity the Concessionaire must where the Concessionaire has Outdoorsmark certification provide the Grantor with a copy of that certification.
- 12.3 If the Concessionaire does not hold Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
- (a) prepare a safety plan; and
  - (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.
- 12.4 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under clause 12.3(b).
- 12.5 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.

12.6 Receipt of the safety plan/audit certificate by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 12 and is not to be construed as implying any responsibility or liability on the part of the Grantor.

12.7 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 12;
- (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.

### **13. What are the compliance obligations of the Concessionaire?**

13.1 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.

13.2 The Concessionaire must comply with this Concession.

13.3 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 13.1 (a) is deemed to be a breach of this Concession.

13.4 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.

#### **14. When can the Concession be suspended?**

14.1 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.

14.2 If, in the Grantor's opinion, the activities of the Concessionaire is 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.

14.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.

14.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 14.1 and 14.2 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.

14.5 The word "investigates" in clause 14.4 includes the laying of charges and awaiting the decision of the Court.

14.6 During any period of temporary suspension arising under clauses 14.1 or 14.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

14.7 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 14 including loss of profits.

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

15.1 If:

(a) the Concessionaire breaches any of the conditions of this Concession;  
or

(b) the whole or any part of the Land is required for the Grantor's use

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

(a) one calendar month's notice in writing; or

(b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary

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

**16. What are the Grantor's Rights to remedy defaults?**

16.1 The Grantor may choose to remedy at any time without notice any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default.

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

17.1 Upon the expiry or earlier termination of this Concession, either as in whole or in part, the Concessionaire is not entitled to compensation for any Structure or other improvement erected or carried out by the Concessionaire. The Concessionaire must within such time as the Grantor determines, remove all such Structures or other improvements making good at the Concessionaire's expense any damage caused by such removal and leaving the Land in a clean and tidy condition.

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

18.1 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.

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

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

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

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 The arbitrator must include in the arbitration award reasons for the determination.
- 20.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

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

- 21.1 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 14 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.
- 21.2 If either party's details stated out in Item 14 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.

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

- 22.1 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.
- 22.2 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. This includes the right to recover outstanding money owed to the Grantor.

**23. What about Identification cards?**

- 23.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 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.
- 23.2 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.
- 23.3 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.

**24. When can the conditions of the Concession be varied?**

- 24.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 24.2 Nothing in clause 24.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

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

- 25.1 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.

**26. The Law**

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

## SCHEDULE 3

### SPECIAL CONDITIONS

#### Concession Activity and Locations – maximum numbers of people

- Activities and locations approved are as follows subject to stated maximum party size, frequencies, and trips per year.

#### Northland Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Pewhairangi / Bay of Islands Office	Puketi Forest (part Northland Conservation Park)	Pukatea Track	Walking 1-4 hrs	8	1 per week	The Concessionaire must comply with procedures to prevent kauri dieback as specified on <a href="http://www.kauridieback.govt.nz">www.kauridieback.govt.nz</a> .	20
Te Tai Kauri / Kauri Coast Office	Arai-Te-Uru Recreation Reserve	Martins Bay Track	Walking < 1 hr	60	1 per week	The Te Roroa Claims Settlement Act 2008 applies a Statutory Acknowledgement and Deed of Recognition to the Arai-te-Uru Recreation Reserve.	20
Te Tai Kauri / Kauri Coast Office	Arai-Te-Uru Recreation Reserve	Signal Station Track	Walking < 1 hr	60	1 per week	The Te Roroa Claims Settlement Act 2008 applies a Statutory Acknowledgement and Deed of Recognition to the Arai-te-Uru Recreation Reserve.	20
Te Tai Kauri / Kauri Coast Office	Kauri Bushmans Memorial Scenic Reserve	Kauri Bushmans Memorial Walk	Walking < 1 hr	30	1 per week	The Concessionaire must comply with procedures to prevent kauri dieback as specified on <a href="http://www.kauridieback.govt.nz">www.kauridieback.govt.nz</a> .	20
Te Tai Kauri / Kauri Coast Office	Pukenui Forest (part Northland Conservation Park)	Pukenui Small Loop Track	Walking 1-4 hrs	30	1 per week	N/A	20
Whangarei Office	Tangihua Forest (part Northland Conservation Park)	Horokaka Track	Walking 1-4 hrs	30	1 per week	N/A	10
Whangarei Office	Tangihua Forest (part Northland Conservation Park)	Kauri Dam Walk	Walking < 1 hr	30	1 per week	N/A	10
Whangarei Office	Waipu Gorge Forest Scenic Reserve	Piroa Falls Track	Walking < 1 hr	30	1 per week	N/A	10



**Auckland Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Tāmaki Makaurau / Auckland Visitor Centre	Te Henga Recreation Reserve	Te Henga Walkway - Bethells Beach to O'Neill Bay	Walking 1-4 hrs	15	4 per week	N/A	20

**Coromandel Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Kauaeranga Visitor Centre	Coromandel Forest Park	Catley's Track	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Edwards Lookout Track	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Gem of the Boom / Batteries Tracks	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Jasper Creek Walk	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Kahikatea Walk	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Kauaeranga Nature Walk	Walking < 1 hr	30	1 per day	N/A	10
Kauaeranga Visitor Centre	Coromandel Forest Park	Whenuakite Kauri Loop Track	Walking 1-4 hrs	15	1 per day	N/A	10

**Waikato Conforming Tracks Schedule**

<b>District Office Contact</b>	<b>Location</b>	<b>Name</b>	<b>Activity</b>	<b>Max party size</b>	<b>Frequency</b>	<b>Special Conditions</b>	<b>Number of trips per year</b>
Te Kuiti Office	Mangoak Scenic Reserve	Mangaotaki Track	Walking < 1 hr	30	1 per day	N/A	20
Te Kuiti Office	Mangapohue Natural Bridge Scenic Reserve	Mangapohue Walk	Walking < 1 hr	30	1 per day	N/A	20
Te Kuiti Office	Marokopa Falls Scenic Reserve	Marokopa Falls Walk	Walking < 1 hr	30	1 per day	N/A	20
Te Kuiti Office	Piripiri Caves Scenic Reserve	Piripiri Walk	Walking < 1 hr	30	1 per day	N/A	10
Te Kuiti Office	Pureora Forest Park	Buried Forest Walk	Walking < 1 hr	60	1 per day	N/A	10
Te Kuiti Office	Pureora Forest Park	Forest Tower Walk	Walking < 1 hr	30	1 per day	N/A	20
Te Kuiti Office	Pureora Forest Park	Totara Walk	Walking < 1 hr	60	1 per day	N/A	20
Te Kuiti Office	Ruakuri Caves and Bush Scenic Reserve	Ruakuri Walk	Walking 1-4 hrs	30	1 per day	N/A	10
Te Kuiti Office	Waitanguru Scenic Reserve	Waitanguru Walk	Walking < 1 hr	15	1/w	N/A	10

**Bay of Plenty Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Tauranga Office	Kaimai Mamaku Conservation Park	Aongatete Loop Track	Walking 1-4 hrs	15	10 per week	N/A	10
Tauranga Office	Kaimai Mamaku Conservation Park	Swimming Hole Track, Aongatete	Walking 1-4 hrs	15	10 per week	N/A	10
Tauranga Office	Owharoa Falls Scenic Reserve	Owharoa Falls Track	Walking < 1 hr	15	10 per week	N/A	10

**East Coast Conforming Tracks schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Tauranga Office	Grays Bush Scenic Reserve	Gray's Bush Tracks	Walking < 1 hr	15	5 per week	N/A	10

**Manawatu / Whanganui Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Te Papaioea / Palmerston North Office	Bruce Park Scenic Reserve	Bruce Park Loop Track	Walking < 1 hr	30	1 per day	N/A	10
Te Papaioea / Palmerston North Office	Manawatu Gorge Scenic Reserve	Manawatu Gorge Scenic Reserve Loop Track	Walking < 1 hr	15	1 per day	N/A	10
Te Papaioea / Palmerston North Office	Manawatu Gorge Scenic Reserve	Totara Track	Walking < 1 hr	15	1 per day	N/A	10

**Hawke's Bay Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Whangarei Office	Boundary Stream Scenic Reserve	Tumanako Loop Track	Walking < 1 hr	15	1 per day	N/A	10
Whangarei Office	Boundary Stream Scenic Reserve	Boundary Stream, Middle Track	Walking 1-4 hrs	15	1 per week	N/A	10
Whangarei Office	Boundary Stream Scenic Reserve	Kamahi Walk	Walking 1-4 hrs	15	1 per week	N/A	10
Whangarei Office	Boundary Stream Scenic Reserve	Bell Rock Track	Walking 1-4 hrs	15	1 per week	N/A	10

**Nelson / Tasman Conforming Tracks Schedule**

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Whakatū / Nelson Visitor Centre	Kahurangi National Park	Pupu Walkway	Walking < 1 hr	15	2 per day	N/A	20
Whakatū / Nelson Visitor Centre	Kaihoke Lakes Scenic Reserve	Kaihoka Lakes Picnic Area/Walk	Walking < 1 hr	15	2 per day	N/A	10
Whakatū / Nelson Visitor Centre	Puponga Recreation Reserve	Wharariki Beach Track	Walking < 1 hr	15	2 per day	N/A	10
Whakatū / Nelson Visitor Centre	Puponga Recreation Reserve & Farewell Spit Nature Reserve	Fossil Point/Spit	Walking 4-8 hrs	15	2 per day	N/A	10
Whakatū / Nelson Visitor Centre	Glenhope Scenic Reserve	Kawatiri Railway Walk	Walking < 1 hr	15	2 per day	N/A	10
Whakatū / Nelson Visitor Centre	Maruia Falls Scenic Reserve	Maruia Falls	Walking < 1 hr	15	2 per day	N/A	10

Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Black Hill Walk	Walking < 1 hr	15	2 per day	N/A	10
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Black Valley Stream Walk	Walking < 1 hr	15	2 per day	N/A	10
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Buller River Walk	Walking < 1 hr	15	2 per day	N/A	10
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Lakeside Track	Walking 1-4 hrs	6	2 per day	On Lakeside Track, up to two parties per concessionaire, spaced apart.	20
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Peninsula Walk	Walking 1-4 hrs	15	2 per day	N/A	20
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Robert Ridge Route	Walking 4-8 hrs	6	2 per day	On Robert Ridge, Route up to two parties per concessionaire, spaced apart.	20
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	Rotoiti Nature Recovery Project	Walking < 1 hr	15	2 per day	N/A	20
Rotoiti / Nelson Lakes Office	Nelson Lakes National Park	St Arnaud Loop Track	Walking 1-4 hrs	6	2 per day	On St Arnaud Loop Track, up to two parties per concessionaire, spaced apart.	20

**Marlborough Conforming Tracks Schedule**

<b>District Office Contact</b>	<b>Location</b>	<b>Name</b>	<b>Activity</b>	<b>Max party size</b>	<b>Frequency</b>	<b>Special Conditions</b>	<b>Number of trips per year</b>
Wairau / Renwick Office	Pelorus Bridge Scenic Reserve	Pelorus Bridge - Circle Walk	Walking < 1 hr	15	2 per day	N/A	20
Wairau / Renwick Office	Pelorus Bridge Scenic Reserve	Pelorus Bridge - Tawa/Totara paths/Totara Camp Track	Walking < 1 hr	15	2 per day	N/A	20
Wairau / Renwick Office	Ship Cove Historic Reserve	Ship Cove waterfall Track	Walking < 1 hr	15	2 per day	N/A	10
Wairau / Renwick Office	Kaikoura Coastal Reserve	Hinau Track	Walking < 1 hr	15	2 per day	N/A	10
Wairau / Renwick Office	Mt Fyffe Scenic Reserve	Mt Fyffe Forest Walk	Walking < 1 hr	15	2 per day	N/A	10
Wairau / Renwick Office	Rarangi Conservation Area	Monkey Bay Walk	Walking < 1 hr	15	2 per day	N/A	10
Wairau / Renwick Office	Whites Bay Recreation Reserve	Pukatea Walk	Walking < 1 hr	15	2 per day	N/A	10

## West Coast Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Tititea / Mount Aspiring National Park Visitor Centre	Mount Aspiring National Park	Fantail Falls	Walking < 1 hr	15	2 per week	N/A	20
Tititea / Mount Aspiring National Park Visitor Centre	Mount Aspiring National Park	Thunder Creek Falls Walk	Walking < 1 hr	15	2 per week	N/A	20
Paparoa National Park Visitor Centre	Denniston Scenic Reserve	Denniston Incline - Brakehead -Banbury Arch Walk	Walking 1-4 hrs	15	2 per day	N/A	10
Whakatū / Nelson Visitor Centre	Kahurangi National Park	Nikau Walk - Kohaihai	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Lake Hanlon Amenity Area	Lake Hanlon Track	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Paparoa National Park	Inland Pack Track - Punakaiki River to Pororari River	Walking 1-4 hrs	15	1 per day	N/A	20
Paparoa National Park Visitor Centre	Paparoa National Park	Dolomite Point Walk	Walking < 1 hr	15	1 per day	Guided groups to walk in a clockwise direction on Dolomite Point Walk.	40
Paparoa National Park Visitor Centre	Paparoa National Park	Truman Track	Walking < 1 hr	15	2 per day	N/A	20
Westland Tai	Road Reserve	Fox River Carpark and Sea Caves	Walking < 1 hr	15	1 per day	N/A	10

Poutini National Park Visitor Centre							
Paparoa National Park Visitor Centre	Stewardship Land - Cape Foulwind Beach Conservation Area - Recreation Reserve	Cape Foulwind Walkway - Tauranga Bay carpark to seal colony	Walking 4-8 hrs	15	1 per day	N/A	40
Paparoa National Park Visitor Centre	Stewardship Land - Conservation Area Doctor Bay (part DOC/road reserve)	Constant Bay Track	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Stewardship Land - Otau Foreshore Conservation Area	Cape Foulwind Walkway - northern carpark to seal colony	Walking 1-4 hrs	15	1 per day	N/A	20
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Callery – Waiho Walk name change to Callery Gorge	Walking 1-4 hrs	15	1 per day	N/A	20
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Canavans Knob Track	Walking < 1 hr	15	1 per day	N/A	10
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Franz Josef Glacier Access Track	Walking < 1 hr	15	2 per day	The glacier access track does not extend beyond the Forrest Lookout Point.	40
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Okarito Trig Track	Walking 1-4 hrs	15	1 per day	N/A	10
Westland Tai Poutini National	Westland National Park	Peters Pool Walk	Walking < 1 hr	15	1 per day	N/A	20



Park Visitor Centre							
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Sentinel Rock Walk	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Coal Creek Scenic Reserve	Coal Creek Track	Walking 1-4 hrs	15	1 per day	N/A	10
Arthur's Pass National Park Visitor Centre	Lewis Pass National Reserve	St James Carpark and Alpine Nature Tarn Walk	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Stewardship land Brunner-Sewell Peak Conservation Area	Brunner Mine Site Track	Walking < 1 hr	15	2 per day	N/A	10
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Cockayne Nature Walk	Walking < 1 hr	15	1 per day	N/A	20
Paparoa National Park Visitor Centre	Hokitika Gorge Scenic Reserve Stewardship land - Kokatahi Hokitika Riverbed Conservation Area	Hokitika Gorge Walk	Walking < 1 hr	15	1 per day	N/A	40
Paparoa National Park Visitor Centre	Lake Kaniere Scenic Reserve	Lake Kaniere Walkway	Walking 1-4 hrs	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Lake Kaniere Scenic Reserve - Stewardship land Kaniere Forest Conservation Area	Kaniere Water Race Walkway	Walking 1-4 hrs	15	1 per day	N/A	10

Paparoa National Park Visitor Centre	Lake Mahinapua Scenic Reserve - Lake Mahinapua Recreation Reserve	Bellbird Walk	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Ross Goldfield Historic Reserve	Ross Goldfield Historic Reserve Short walk around VC	Walking < 1 hr	15	2 per day	N/A	20
Paparoa National Park Visitor Centre	Shamrock Creek Amenity Area	German Gully Pack Track	Walking < 1 hr	15	1 per day	N/A	10
Paparoa National Park Visitor Centre	Stewardship land - Mahinapua and Butlers Conservation Area - Lake Mahinapua Scenic Reserve	Mahinapua Walkway	Walking 1-4 hrs	15	2 per day	N/A	10
Paparoa National Park Visitor Centre	Stewardship land Cook - Haast Conservation Area	Dune Lake Walk - Ship Creek	Walking < 1 hr	15	1 per day	N/A	40
Paparoa National Park Visitor Centre	Stewardship land Cook - Haast Conservation Area	Moeraki Valley Track	Tramping - 1 to multi-day	8	1 per month	N/A	5
Paparoa National Park Visitor Centre	Stewardship land Cook - Haast Conservation Area	Roaring Billy Walk	Walking < 1 hr	15	1 per day	N/A	20
Paparoa National Park Visitor Centre	Stewardship land Cook - Haast Conservation Area	Swamp Forest Walk - Ship Creek	Walking < 1 hr	15	1 per day	N/A	40
Paparoa National Park Visitor Centre	Stewardship land Cook - Haast Conservation Area - Whakapohai Wildlife Refuge	Monro Beach Walk	Walking 1-4 hrs	15	1 per day	N/A	20

Paparoa National Park Visitor Centre	Stewardship land Okuru-Turnbull River Conservation Area	Hapuka Estuary Walk	Walking < 1 hr	15	1 per day	N/A	20
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Fox Glacier South Side Walkway/Cycleway	Walking 1-4 hrs	15	1 per day	N/A	40
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Lake Matheson Track/Te Ara Kairaumati Walk	Walking 1-4 hrs	15	1 per day	N/A	60
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Minnehaha Track	Walking < 1 hr	15	1 per day	N/A	10
Westland Tai Poutini National Park Visitor Centre	Westland National Park	Moraine Walk - Fox Glacier	Walking 1-4 hrs	15	1 per day	N/A	10

## Canterbury Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Blue Lakes and Tasman Glacier View Track	Walking < 1 hr	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	20
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Glencoe Walk	Walking < 1 hr	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	20
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Governors Bush Track	Walking < 1 hr	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	20
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Hooker Valley Track - carpark to Mueller Lake Lookout	Walking < 1 hr	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	40
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Hooker Valley Track - Mueller Lake Lookout to Hooker Lake	Walking 1-4 hrs	15	1 per week	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	40
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Kea Point Track	Walking 1-4 hrs	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	20
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Red Tarns Track	Walking 1-4 hrs	15	1 per week	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	10

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Aoraki / Mt. Cook	Aoraki Mount Cook National Park	Tasman Lake Track	Walking < 1 hr	15	2 per day	The Concessionaire must recognise and provide for Ngai Tahu values in the conduct of their activities. In particular, the cultural significance of Aoraki Topuni and its Topuni status, should be explained to clients.	20
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Name changed to; Arthur's Pass Walking Track. (previously; Bridal Veil Track)	Walking 1-4 hrs	15	1 per week	N/A	20
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Devils Punchbowl Falls Track	Walking < 1 hr	15	1 per week	N/A	20
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Dobson Nature Walk	Walking 1-4 hrs	15	1 per week	N/A	20
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Old Coach Road Track	Walking < 1 hr	15	1 per week	N/A	10
Arthur's Pass National Park Visitor Centre	Arthurs Pass National Park	Arthur's Pass Village Historic and Interpretive walk	Walking < 1 hr	15	1 per week	N/A	20
Arthur's Pass National Park Visitor Centre	Cave Stream Scenic Reserve	Cave Stream Scenic Reserve Tracks	Walking 1-4 hrs	15	1 per day	Access to the Caves at Cave Stream is not permitted under this concession.	10
Mahaanui / Sockburn Office	Conservation Area Bealey	Bealey Spur Track	Walking 4-8 hrs	15	1 per month	N/A	5
Mahaanui / Sockburn Office	Godley Head Farm Park	Coastal Lookout and Gun Emplacements Tracks	Walking 1-4 hrs	15	1 per day	N/A	5
Mahaanui / Sockburn Office	Lyttelton Scenic Reserve	Major Hornbrook Track	Walking < 1 hr	15	1 per day	N/A	10
Raukapuka / Geraldine	Peel Forest Park Scenic Reserve	Big Tree Walk	Walking < 1 hr	15	1 per day	N/A	10
Raukapuka / Geraldine	Peel Forest Park Scenic Reserve	Kahikatea Walk	Walking 1-4 hrs	15	1 per day	N/A	10

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Mahaanui / Sockburn	Ruataniwha Conservation	Tarnbrae Track	Walking 1-4 hrs	15	1 per day	N/A	10

### Otago Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Central Otago	Bannockburn Sluicings Historic Reserve	Bannockburn Sluicings Interpretative Loop Track	Walking 1-4 hrs	15	1 per week	N/A	10
Central Otago	Blue Lake Recreation Reserve	Name change to: Around Blue Lake Track. (formerly; Blue Lake Lookout Track)	Walking < 1 hr	30	1 per week	N/A	10
Central Otago	Otago Central Rail Trail	Otago Central Rail Trail	Walking 4-8 hrs	15	2 per week	N/A	10
Coastal Otago	Catlins Conservation Park	McLean Falls Track	Walking < 1 hr	15	2 per week	N/A	20
Coastal Otago	Nugget Point Lighthouse Reserve	Nugget Point Track	Walking < 1 hr	30	1 per week	N/A	20
Coastal Otago	Tautuku Bay Scenic Reserve	Lake Wilkie Walk	Walking < 1 hr	30	1 per week	N/A	20
Coastal Otago	Tautuku Bay Scenic Reserve	Tautuku Bay Nature Walk	Walking < 1 hr	15	2 per week	N/A	20
Whakatipu	Glenorchy Lagoon Wildlife Management Reserve	Glenorchy Lagoon Walkway	Walking 1-4 hrs	15	2 per week	The Concessionaire shall obtain all necessary resource consents prior to exercising this concession	10
Whakatipu	Mount Aspiring National Park	Routeburn Nature Walk	Walking 1-4 hrs	15	1 per week	The Concessionaire shall obtain all necessary resource consents prior to exercising this concession	10
Central Otago Park Visitor	Mount Aspiring National Park	Cameron Flat to Blue Pools Link Track	Walking < 1 hr	15	2 per week	The Concessionaire shall obtain all necessary resource consents prior to exercising this concession	20

Centre							
Central Otago	Mount Aspiring National Park	Makarora Bush Nature Walk	Walking < 1 hr	15	2 per week	The Concessionaire shall obtain all necessary resource consents prior to exercising this concession	10
Murihiku / Invercargill	Table Hill Scenic Reserve	Matai Falls, Horseshoe Falls Tracks	Walking < 1 hr	30	1 per week	N/A	10

### Fiordland Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Te Anau	Fiordland National Park	Borland Nature Walk	Walking < 1 hr	13	1 per day	N/A	10
Te Anau	Fiordland National Park	Kepler Track - Control Gates to Brod Bay	Walking 1-4 hrs	13	1 per day	N/A	20
Te Anau	Fiordland National Park	Milford Foreshore Walk	Walking < 1 hr	60	1 per day	N/A	40
Te Anau	Fiordland National Park	Milford Sound Lookout Track	Walking < 1 hr	60	1 per day	N/A	20
Te Anau	Fiordland National Park	Humbolt Falls Track	Walking < 1 hr	60	1 per day	N/A	20
Te Anau	Fiordland National Park	Kepler Track - Control Gates to Moturau Hut includes Shallow Bay	Walking 1-4 hrs	13	1 per day	N/A	20
Te Anau	Fiordland National Park	Lake Gunn Nature Walk	Walking < 1 hr	60	1 per day	N/A	20
Te Anau	Fiordland National Park	Lake Marian Falls Track - to the gantry	Walking 1-4 hrs	13	1 per day	N/A	20
Te Anau	Fiordland National Park	Mirror Lakes	Walking < 1 hr	60	1 per day	N/A	20
Te Anau	Fiordland National Park	Te Anau Lakeside Walk	Walking < 1 hr	13	1 per day	N/A	20

### Southland Conforming Tracks Schedule

District Office Contact	Location	Name	Activity	Max party size	Frequency	Special Conditions	Number of trips per year
Murihiku	Catlins Conservation Park	Waipohatu Picnic Area/Walk	Walking < 1 hr	13	1 per day	N/A	10
Murihiku	Curio Bay Scientific Reserve	Curio Bay Petrified Forest Walk	Walking < 1 hr	13	1 per day	N/A	20
Murihiku / Invercargill	Table Hill Scenic Reserve	Matai Falls, Horseshoe Falls Tracks	Walking < 1 hr	30	1 per week	N/A	10
Rakiura / Stewart Island	Dundee Street Conservation Area, Stewart Island	Name change to; Fuchsia Track (formerly; Fuchsia Walk)	Walking < 1 hr	13	1 per day	N/A	10
Rakiura / Stewart Island	Golden Bay Scenic Reserve, Stewart Island	Name change to; Raroa Track (formerly; Raroa Walk)	Walking < 1 hr	13	1 per day	N/A	10



### **Use of toilets**

1. Toilets must be used where provided.

### **Hut Use**

2. Where the Concessionaire makes use of Department administered huts, the Concessionaire must enter relevant details of the activity into any hut book provided by the Grantor.

### **Private land**

3. This Concession does not confer any right of access over any private land or public conservation land leased by the Grantor. Any arrangements necessary for access over private land or leased land are the responsibility of the Concessionaire. In granting this Concession the Grantor does not warrant that such access can be obtained.

### **DOC staff**

4. The Grantor may send any officer of the Department on any of the activities authorised during the term of this Concession for the purpose of assessing the impact on conservation values, the standard of service offered and compliance with the terms and conditions of the Concession, at no expense to the Grantor.

### **Use of tracks**

5. The Concessionaire must ensure that, where provided, clients remain on formed tracks or well-used routes designed to protect natural and historic features of the Land, do not enter caves and do not exceed any loading limitations placed on facilities and structures.

### **Camp sites**

6. The Concessionaire must ensure that no permanent camp sites are created nor stores or cache of any equipment is left on the Land or in any hut without the specific authority of the Department's appropriate District Office Operations Manager.

### **Wāhi Tapu**

7. The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.

### **In respect to Ngāi Tahu**

8. The Concessionaire is requested to consult the relevant Papatipu Runanga ([www.ngaitahu.co.nz](http://www.ngaitahu.co.nz)) if they wish 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 Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Rūnanga, as a matter of courtesy.
9. The Concessionaire must, as far as practicable, attend any workshops held by the Department for the purpose of providing information to concessionaires, which is to include the Ngāi Tahu values associated with Tōpuni areas.
10. The Concessionaire must ensure any persons employed by the Concessionaire are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.

### **Interpretation materials**

11. The Concessionaire must consult with and seek the guidance of iwi claiming mana whenua over any parts of the Land prior to providing interpretation on matters of cultural significance to such iwi.
12. The Concessionaire must provide detailed information of any historical, cultural or natural science interpretation provided by the Concessionaire to its clients in the course of the Concession Activity, to the Grantor within thirty days of the date of any such written request by the Grantor.
13. If the Grantor considers the interpretative material provided by the Concessionaire above unsatisfactory, the Concessionaire must prepare an interpretation plan for approval by the Grantor within 60 days of advice from the Grantor that this is required.

### **Recordings of bird songs**

14. The Concessionaire must not and must ensure that its clients do not play recordings of bird songs on the Land.

### **Vehicle use**

15. The Concessionaire must ensure that none of its vehicles or vehicles of its clients are taken off formed roads.

### **Vehicle parking**

16. The Concessionaire must ensure that its vehicles and the vehicles of its clients are only parked only in designated parking areas.

### **Animals**

17. The Concessionaire must not take, and must ensure that its clients do not take, any animals, including dogs or any domestic pets, onto the Land.

### **Weeds**

18. The Concessionaire must take all precautions to ensure weeds are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters and packs used by the Concessionaire, its staff and clients are clean before entering the Land.

### **Didymo / Freshwater Pests**

19. 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.

### **Kauri Dieback**

20. The Concessionaire must comply and ensure its clients comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website [www.kauridieback.co.nz/](http://www.kauridieback.co.nz/). The Concessionaire and clients must comply with the general guidelines and for specific concession activities the relevant guidelines as specified on [www.kauridieback.co.nz/publications](http://www.kauridieback.co.nz/publications). The Concessionaire must update itself on these websites on a regular basis.
21. The Concessionaire must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri. This is to reduce the potential for spread of PTA. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.

## **Myrtle Rust**

22. The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms looks like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, kānuka and ramarama. See <https://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust/>.
23. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
  - (a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66;
  - (b) Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
  - (c) Don't touch or try to collect samples as this may increase the spread of the disease;
  - (d) If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.

## **Review of Concession Activity**

*In this clause:*

*“Client Activity Return Form” means the Form required in clause 6.1 of Schedule 2.*

*“High Season” means the consecutive three month period when the highest use of the Conservation Activity occurs.*

*“Permitted Limit” means the frequency of trips and/or the numbers of clients the Concessionaire is permitted in carrying out the Concession Activity specified in Clause 1 of Schedule 3. It also includes the new limit set below.*

24. On each Concession Fee Review Date the Grantor may review the Concessionaire's Client Activity Return Forms to determine the actual use of the Concession Activity, including the actual numbers of the Concessionaire's clients undertaking the Concession Activity in the twelve month period immediately preceding the Concession Fee Review Date.
25. If the Grantor's review of the Client Activity Return Forms shows that:
  - (a) the Concessionaire is not conducting the Concession Activity in all or any of the locations specified in clause 1 of Schedule 3; and/ or
  - (b) on average the Concessionaire has utilised less than 70% of the Permitted Limit over the High Season for that twelve month period,the Grantor may:

- (a) exclude any such location from the Concession Activity; and/ or
  - (b) reduce or eliminate significant under-utilisation over the life of the Concession.
26. Such a review must:
- (a) examine the Concessionaire's Activity Returns for the preceding three years, or for such other period as the Grantor considers appropriate, to ascertain trends and in relation to the Permitted Limit component identify the amount of the Permitted Limit that has not been utilised over the High Season/s; and
  - (b) offer the Concessionaire an opportunity to present any business plans demonstrating any expected use of such location or an explanation as to why the Concession Activity has not been conducted at the location; and/ or
  - (c) invite the Concessionaire to offer an explanation as to why the level of use has, on average, been below 70% of the Permitted Limit over the High Season/s; and to demonstrate that it has the capacity and the intention to increase utilisation. Capacity may be demonstrated by the existence of the equipment and infrastructure necessary to utilise the Permitted Limit. Intention may be demonstrated through business plans showing anticipated levels of operation up to the Permitted Limit.
27. Following this review the Grantor is to:
- (a) determine if any location is to be excluded from the Concession; and/or
  - (b) determine if a reduction of the Permitted Limit is appropriate and the amount of that reduction; and
  - (c) advise the Concessionaire of the date the exclusion and/or the reduced Permitted Limit becomes effective.
28. If any location is so excluded and or the Permitted Limit is so reduced the Grantor is not to be liable for any subsequent loss sustained by the Concessionaire (including loss of profits) even if that loss is wholly or partly a result of such exclusion and/or such a reduction in the Permitted Limit.
29. The Grantor may exercise the Grantor's right to exclude a location and/or to reduce the Permitted Limit notwithstanding any prior waiver or failure to undertake action by the Grantor or any indulgence granted by the Grantor for any matter or default.

### **Climate Change considerations**

30. 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.
31. 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.
32. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.
33. Before amending the conditions of this Concession in accordance with clause 13, 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.
34. 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 14 or any later date specified in the Revised Conditions.

### **Monitoring**

35. If the Grantor determines that the conditions of this Document or the effects of the Concession Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or if the Grantor determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

### **Other Special Conditions**

36. The Association is responsible for co-ordinating the agreement of the Concessionaire to the Permit, for any variations to the Permit, and for

negotiating concession fee reviews with the Grantor. The Association will act on behalf of Members in any negotiations with the Grantor to amend or vary the terms and conditions of this concession and for Concession Fee Reviews. Any references to “Concessionaire” in Schedule 2 that refer to these obligations should be read to also include “Association”.

37. The Association must inform the Grantor of any Concessionaire/Member who ceases to be a member. Membership of the Association is a requirement of being a Concessionaire under this concession.
38. The Association is not liable for the individual actions of all or any Concessionaire/Member. If the Association breaches its obligations under this agreement, the compliance, suspension, amendment and termination clauses in Schedule 2 may be utilised.
39. The Grantor will supply all Concessionaire/Members with an ID card with the Permission number, Member name and year date on the card.
40. Each Concessionaire/Member is responsible for its own compliance with this Concession and for any consequences that may follow from any non-compliance.
41. The Association is responsible for submitting the activity return on behalf of all of its members in an annual period and in the manner prescribed by the Grantor (Schedule 1, clause 7)
42. If any Concessionaire breaches or fails to comply with any of the conditions contained in this Concession, then (in addition to any other compliance consequences) the Grantor will notify the Association that the Member/Concessionaire is no longer authorised to operate under the authority of this Concession. The individual Member/Concessionaire will be formally advised by the Grantor that they are no longer a party to the concession.
43. The Grantor may at any time review the locations in Schedules 3 clause 1 and add, amend or remove any locations from those Schedules pursuant to Section 17ZC(3)(a) of the Conservation Act 1987. The Grantor is not liable for any losses or expenses incurred by the Association as the result of the removal of a location from Schedule 3 clause 1.
44. Concessionaires must comply with any instructions provided by the Grantor at a District Office level. The Concessionaire must exercise its best endeavours to ensure respectful interactions with other public users of the Land. This includes ensuring that groups traversing the land are consistent with the maximum group sizes as identified in Schedule 3 clause 1 for each location.

**APPENDIX ONE**

ID Card Order form.

<b>PLEASE COMPLETE THIS FORM AND RETURN TO:</b>	
<b>Via Post:</b>	Department of Conservation Dunedin Service Centre PO Box 5244 DUNEDIN 9054 Attention: National Transaction Centre
<b>Or Email:</b>	<a href="mailto:transactioncentre@doc.govt.nz">transactioncentre@doc.govt.nz</a>

**Always carry the correct ID card**

If you have more than one concession, make sure you are carrying the correct ID card – that has the permission number of the concession for the location you are visiting with clients.

**Keep them secure**

The ID cards must be kept secured and will be required to be returned to the Department if you surrender your concession; or there is a suspension or termination of it.

**If you employ more guides, make sure you have enough ID cards**

Plan ahead and order more ID cards for your guiding season if you need them. It can take a month for an order to be submitted to the supplier, returned and despatched by post.

Please complete the section below to request ID cards and posters for your approved concession activities. **If your concession requires a mandatory safety audit certificate, please ensure a copy is provided with this order** to avoid further delays. Your ID cards will be withheld until the Department is in receipt of your safety audit certification.

More information on the ID cards is given overleaf. We recommend you keep a copy of this form for future reference.

<b>Permission No:</b>	
<b>Expiry Date of Concession:</b>	
<b>Concessionaire Name:</b> <i>(or Trading name to appear on card)</i>	
<b>Postal Address:</b>	
<b>Phone:</b>	



<b>Email:</b>	
<b>No. of Guides</b>	
<b>No. of Vehicles</b>	
<b>No. of ID cards required:</b>	
<b>No. of posters required:</b>	
<b>Name of authorised person/s:</b>	

### ID Cards

- All guides are required to carry DOC Approved ID cards when guiding.
- ID cards may be displayed on vehicle dashboards if necessary.
- ID cards will only be **ordered** when your concession has been **approved**.
- ID cards will only be **despatched** when the Department's copy of your **signed contract has been received** and **all outstanding fees are settled in full**
- ID cards must be re-ordered through ProGuides NZ Inc

The ID cards are ordered at the end of each month and posted to the concessionaires as soon as we receive them from the supplier (ABCorp). As long as your concession contract is approved/signed you are permitted to commence operating effective your term start date (before receiving your ID cards). However, you must be able to provide DOC staff with your DOC Approved permission number if asked at any time.

Please carry a copy of your **approved** letter pending receipt of your official ID cards. The DOC rangers will check with office staff to confirm whether your concession is valid and are operating legally.

DOC covers the costs of the minimum number of ID cards – one card per guide and two posters This is recovered under the annual management fees.

If concessionaires require more than one ID card per guide (eg replacement cards) or more posters then concessionaires will be charged for these. Extra costs will be recovered from concessionaires as soon as the order is despatched.

### Electronic Version of the DOC Approved Logo

Please access link below to answer three questions before submitting your request for an electronic version of the DOC Approved Label.

<http://www.doc.govt.nz/weblabel>

All concessionaires may use the DOC Approved logo on their websites **only**.

As much as the Department would like to give Concessionaires the 'go ahead' to use the DOC Approved label on printed brochures and other material, we are yet to develop further Guidelines and specific Terms and Conditions around any 'printed use' of

the DOC Approved label. These new guidelines would then be communicated to all Concessionaires to ensure that everyone is clear on how and where the DOC approved label can be used appropriately.

Until these further Terms & Conditions have been developed - Concessionaires are more than welcome to mention their DOC Approved status in their brochures and what this means with regards to working with the Department of Conservation and their contribution to conservation.

**NOTE 1:** You only have the right to use and display the label while you hold a valid concession. You only have the right to use and display the label after agreeing to comply with the Terms and Conditions of use. The Terms and Conditions say that the label must be removed if you cease to hold a valid concession

**NOTE 2:** The DOC Approved logo is **not permissible** for promotional videos nor hardcopy printed brochures and other material.

### **Posters**

Posters are to be displayed at your business premises only.

### **DOC Approved Website**

You are only listed on the DOC Approved website when the Department is in receipt of your – signed contract, approved audited safety plan, payment for processing fees and all overdue fees to date

Please advise our team at email provided to have your company listed on the Department's website.

You will be listed on the DOC Approved website according to the location(s) at which you are approved to operate and by the approved activity as set out on your concession (no more no less).

The DOC Approved website may not have all the tracks, locations, activities etc approved for your concession. Therefore, some of the tracks, locations, activities, etc will not be listed accordingly. However, these will be mentioned briefly as part of your webpage introduction.

The DOC Approved website is purely for 'listing' ALL DOC Approved concessionaires **only**. It is not for advertising anything other than what is covered by the signed and approved concession document / contract.

**APPENDIX TWO**

**ACKNOWLEDGEMENT TO BECOME A PARTY TO THE CONCESSION**

I, Name:

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Address:

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Membership number:

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being a member of ProGuides New Zealand Inc, acknowledge that I have read and understand the terms, conditions and special conditions of the Concession Permit (103734-GUI) granted to ProGuides New Zealand Inc and I agree to comply with all these terms, conditions and special conditions .

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Signature

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Date