



Concession Document (Permit)

THIS PERMIT is made this 14th day of June 2010

PARTIES:

1. **Minister of Conservation ("the Grantor")**
2. **Bus And Coach Association (New Zealand) Incorporated ("the Association")**
3. **Financial members of the Bus And Coach Association (New Zealand) Incorporated who are party to this Permit who have signed the acknowledgement in Schedule 5 of this Permit (individually and collectively called "the Concessionaire")**

BACKGROUND

4. The Grantor manages the Land defined in Schedule 1.
5. Section 17Q(1) of the Conservation Act 1987 authorises the Grantor to grant a Concession in respect of an Activity in a Conservation Area; Section 59A of the Reserves Act 1977 authorises the Grantor, in accordance with Part IIIB of the Conservation Act 1987, to grant a Concession in respect of a Reserve vested in the Crown including a reserve vested in the Crown but controlled and managed by an administering body under any of sections 28, 29, 30, 35 and 36 of the Reserves Act 1977; Section 49(1) of the National Parks Act 1980 authorises the Grantor, in accordance with Part IIIB of the Conservation Act 1987, to grant a Concession in respect of a Park.
6. The Concessionaire, who will receive the benefit of the Concession under this Permit, wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Permit.
7. The Grantor and the Concessionaire acknowledge that the Association is a party to this Permit for the purpose of:
 - a. coordinating the agreement of the Concessionaires to this collective Permit and to any variations to this Permit;
 - b. coordinating the payment of the Concession Fees from the Concessionaire to the Grantor and issuing Identification Cards to Concessionaires; and
 - c. facilitating correspondence between the Grantor and the Concessionaire.
8. The Grantor acknowledges that the general principle in this Permit with respect to the obligations of the Concessionaires is that each Concessionaire is only liable to the Grantor for the undertaking of its own Concession Activity, and not those of any other Concessionaire.
9. The parties wish to record the terms and conditions of the Permit in this Document and its Schedules.

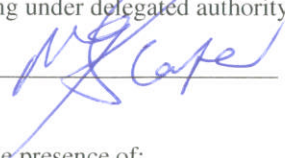
OPERATIVE PARTS

10. Pursuant to:
 - (a) section 17Q of the Conservation Act 1987;
 - (b) section 59A of the Reserves Act 1977;
 - (c) section 49 of the National Parks Act 1980;


the Grantor **GRANTS** the Concessionaire a **PERMIT** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Document, its Schedules and the Minister of Conservation's Standard Terms and Conditions of Permit Version 1 (Schedule 4).

11. The Concessionaire acknowledges receipt of a copy of the Minister of Conservation's Standard Terms and Conditions of Permit Version 1 (Schedule 4).

SIGNED on behalf of the Minister of Conservation by
Michael John Slater
Conservator
West Coast *Tai Poutini* Conservancy
acting under delegated authority



in the presence of:

Witness Signature: 
Witness Name: Craig Forret
Witness Occupation: Legal advisor
Witness Address: Wellington

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

The seal of Bus and Coach Association (New Zealand) Incorporated was affixed in the presence of :



Authorised Signatory

Authorised Signatory





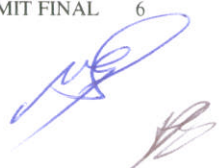
SCHEDULE 1

1.	<p>Definitions (amending Schedule 4, clause 1.1)</p> <p>Land</p> <p>“Land” means all formed roads, carpark and lay-bys on land administered by the Department of Conservation (“the Department”) <u>EXCLUDING</u> the following:</p> <p>All 4 wheel-drive only roads</p> <p>Northland Tangihua carpark – Omana Road Ruapekapeka carpark Manginangina Walkway car park Rangikapiti Pa Summit Track Road 2 Cape Reinga Road carpark (Te Paki Recreation Reserve) Taputaputa Road and carpark Pawakatutu Kawerau Road 2</p> <p>Great Barrier Island Akapoua Campground Access</p> <p>Opotiki Te Pona a Pita Carpark</p> <p>Tongariro National Park Mangatepopo Road (Tongariro Alpine Crossing Access) Ketetahi Road (Tongariro Alpine Crossing Access)</p> <p>Marlborough Molesworth Station Road</p> <p>Aoraki/Mt Cook National Park Ball Pass Road</p> <p>Otago Glen Nevis Conservation Area Quartz Reef Point Historic Reserve Flat Top Hill Conservation Area Oteake Conservation Area Mt Pisa Carpark (Pisa Conservation Area) Roys Peak Carpark (Stack Conservation Area) Motatapu Gorge Bridge Carpark (Motatapu Conservation Area) Tim Burn and Pleasant Valley Carparks (Dunstan Creek Marginal Strip) Homestead Bay Carpark (West Wanaka Minaret) Sandy Point Conservation Area Craig Burn Carpark (Matatiaho Conservation Area) Bottom Bay Carpark (Wanaka) Dingleburn Carpark (Hawea Conservation Park) Kidds Bush (Hawea Conservation Area)</p> <p>Light User Fee and Standard Concession Fee have the respective meanings set out in Item 6 of this Schedule.</p> <p>Identification Card means an identification card obtained by the Concessionaire from the Grantor and supplied to the Concessionaire through the Association. Depending on the Concession Fee paid, an Identification Card may be either a Standard Concession Identification Card or a Light User Identification Card.</p>
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	<p>Standard Concession Identification Card means an Identification Card obtained by paying the Standard Concession Fee.</p> <p>Light User Identification Card means an Identification Card obtained by paying the Light User Fee.</p> <p>Public conservation land means land administered by the Department.</p>	
2.	<p>Concession Activity (see also Schedule 2, clauses 1 and 2)</p>	<p>This Permit entitles the Concessionaire to drive, park and embark/disembark passengers on the Land.</p> <p>This Permit does <u>NOT</u> authorise the Concessionaire to undertake the following:</p> <ul style="list-style-type: none"> • The use of excluded areas (specified in Item 1 of this Schedule); • Guiding or accompanying passengers who have disembarked a vehicle, except as provided for in clause 1 of Schedule 2; • Return trips within a day to a specific Department site or small number of sites on a seasonal or scheduled basis, except to those on sites adjacent to the Milford Road, Mount Cook Village roads and Dolomite Point car parks at Punakaiki.
3.	Term	Ten years commencing on 1 July 2010
4.	Renewal(s)	No right of renewal
5.	Final Expiry Date	30 June 2020
6.	<p>Concession Fee (see also Schedule 2, clauses 8, 10, 11, 13 and 14)</p>	<p>Standard Concession Fee:</p> <ul style="list-style-type: none"> ▪ \$225 + GST per Standard Concession Identification Card for each 1 July to 30 June period (or part thereof) for the first 55 cards purchased by any one Concessionaire during each 1 July to 30 June period; ▪ \$95 + GST per Standard Concession Identification Card for each 1 July to 30 June period (or part thereof) in excess of 55 cards purchased by any one Concessionaire during each 1 July to 30 June period; <p>and are subject to the special conditions specified in Schedule 2.</p> <p>Light User Fee:</p> <ul style="list-style-type: none"> ▪ \$95 + GST per Light User Identification Card. Light User Identification Cards obtained by paying the Light User Fee are valid for up to 15 days or part days of Concession Activity on the Land for each 1 July to 30 June period (or part thereof) per Light User Identification Card and are subject to the special conditions specified in Schedule 2.
7.	Concession Fee Instalment(s)	Annual. Identification Cards for each 1 July to 30 June period (or part thereof) to be purchased in advance of undertaking the Concession Activity.

8.	Concession Fee Payment Date(s)	Payment, in full, in advance of period covered. Annual period – 1 July through to 30 June.
9.	Penalty Interest Rate	N/A
10.	Concession Fee Review Date(s)	1 July 2013, 1 July 2016, and 1 July 2019.
11.	Community Services Contribution	Not required
12.	Health and Safety/ Notification of Hazards <i>(see also Schedule 4, clause 5)</i>	<p>(i) Safety Plan: Not required</p> <p>(ii) Known hazards on the Land Not all formed roads on the Land are suitable for buses or coaches, or may have size/class restrictions, or may be unsuitable in certain conditions.</p> <p>(iii) Details of any staff of the Department or other people in the vicinity of the Land where there is potential for some contact between the Concessionaire and such people: Not applicable</p> <p>(iv) Details of any other services being carried out by such people, which might affect the Concessionaire or the Activity: Not applicable</p>
13.	Insurance <i>(to be obtained by Concessionaire)</i> <i>(see also Schedule 4, clause 7)</i>	<p>A. <u>Types and amounts:</u></p> <p>(i) Public Liability Insurance against liability for loss, damage, or injury from any one single accident or event arising out of the Concessionaire's conduct of the Concession Activity on the Land (listed in Schedule 1, Item 1) for:</p> <p style="padding-left: 40px;">(a) general indemnity for an amount no less than \$1 million; and</p> <p style="padding-left: 40px;">(b) Forest and Rural Fires Act extension for an amount no less than \$1 million.</p> <p>B. <u>Other Policies and amounts:</u> Statutory liability insurance for \$100,000.</p> <p>These insurance provisions are subject to review on each Concession Fee Review Date as set out in item 10 of the Schedule.</p>
14.	Fires on the Land	Not permitted
15.	Environmental Monitoring Contribution	Not required
16.	Guarantee	Not required
17.	Concessionaire Identification Cards <i>(see also Schedule 2, clauses 10, 11, 13 and 14)</i>	<p>Any vehicle operating under this Permit must carry and display an appropriate Identification Card obtained by the relevant Concessionaire from the Grantor (through the Association).</p> <p>A Concessionaire must only display Identification Cards specifically issued to that Concessionaire by the Grantor through the Association, and may not display Identification Cards issued to other</p>

		Concessionaires.
18.	Addresses for Notices (Schedule 4, clause 15)	<p>The Grantor's address in New Zealand is:</p> <p>Department of Conservation 10 Sewell Street HOKITIKA</p> <p>Phone: 03 756-9100 Fax: 03 7569188 Email: westcoastconcessions@doc.govt.nz</p>
		<p>The Association's address in New Zealand is:</p> <p>Bus and Coach Association (New Zealand) Incorporated Level 3, Tourism & Travel House 79 Boulcott Street WELLINGTON</p> <p>Phone: 04 499-7334 Fax: 04 499-7353 Email: info@busandcoach.co.nz</p>
		The Concessionaires' addresses in New Zealand are as detailed in each Concessionaire's respective Schedule 5 Acknowledgment.
19.	Special Conditions	See Schedules 2 and 4.



SCHEDULE 2

SPECIAL CONDITIONS

CONCESSION ACTIVITY CLARIFICATION

1. This Concession authorises the Concessionaire to carry out the Concession Activity only (driving, parking, embarking and disembarking of passengers at the locations specified). It does not authorise the Concessionaire or any of its employees or contractors to undertake guiding activities on any public conservation land. As such, any commentary or interpretation to any client must take place either on the bus or in the immediate vicinity of the bus and the driver and the abovementioned parties must not accompany any tour group for any purpose apart from helping the occasional passenger who may need assistance to reach a particular attraction.
2. If the Concessionaire wishes to conduct guiding activities on public conservation land they must obtain separate authorisation from the Grantor.
3. The Concessionaire acknowledges that this Permit does not give the Concessionaire any preferential rights to use the Land for the Concession Activity over any other authorised users, including the public.
4. The Grantor gives no guarantees, warranties, undertakings or representations as to the suitability for use by the Concessionaire in carrying out the Concession Activity, of any roads, carpark or laybys located on the Land. The Concessionaire shall be solely responsible for determining through its own enquiries which formed roads, carpark or laybys it chooses to undertake the Concession Activity on, what type of vehicle it uses in doing so, and in what conditions it does so. The Concessionaire must use all reasonable care and diligence in making such determinations.

ASSOCIATION

5. For the purposes of this Permit, the Association is the coordinating body between the Grantor and the Concessionaire. The Association has a role in relation to:
 - a. the collection of Concession Fees from, and the issue of Identification Cards to, the Concessionaires in accordance with clauses 8, 11 and 14 of this Schedule;
 - b. correspondence relating to alleged breaches in accordance with clauses 22 to 25 of this Schedule;
 - c. the collection of records from Concessionaires in accordance with clauses 26 and 27 of this Schedule; and
 - d. coordinating variations, in accordance with clauses 33 and 34 of this Schedule.

CONCESSIONAIRE RESPONSIBLE FOR OWN COMPLIANCE

6. Each Concessionaire is responsible for its own compliance with this Permit. For the avoidance of doubt, the Concessionaire is not responsible for independent passengers on its bus and coaches if the passengers undertake guiding on public conservation land

without a concession, providing that the Concessionaire is in no way involved in such guiding.

CODE OF PRACTICE

7. The Concessionaire must ensure that all drivers operating under this Permit are provided with a copy of, and behave in accordance with, the agreed Code of Practice (**Schedule 3**).

FEES

8. The Concessionaire must pay, in advance, the appropriate Concession Fee for the Concession Activity that it undertakes to the Grantor through the Association in the Association's coordinating role.
9. The Association may charge the Concessionaire a reasonable fee having regard to the reasonable costs involved with and for coordinating the timely payment of Concession Fees to the Department.

STANDARD USER IDENTIFICATION CARD

10. The Standard Concession Identification Card is valid for the period of each 1 July to 30 June (or part thereof) in which it is purchased and enables the Concessionaire to undertake the Concession Activity on the Land for that period. Unlike the Light User Identification Card, the Standard Concession Identification Card is not restricted as to number of days' use for the Concession Activity.
11. The Standard Concession Identification Card issued to a particular Concessionaire may only be used in vehicles operated by that particular Concessionaire provided always that:
 - a. that Concessionaire has provided to the Association and the Grantor the Schedule 5 written acceptance to become a party to this Permit in accordance with clause 19 of this Schedule; and
 - b. each vehicle on the Land at any one time has a valid Standard Concession Identification Card (or Light User Identification Card) displayed (in the windscreen) in that vehicle at that time. Any breach of this provision may result in removal of the offending Concessionaire from this Permit in accordance with clauses 22 to 25 of this Schedule and 13.1(c) Schedule 4, such that the Concessionaire cannot undertake the Concession Activity on the Land.
12. All Concessionaires must comply with the reporting requirements detailed in clauses 26 and 27 of this Schedule.

LIGHT USER REQUIREMENTS

13. A Light User Identification Card obtained by a Concessionaire paying the Light User Fee is valid for up to 15 days' use for the Concession Activity per card for each 1 July to 30 June period (or part thereof). For the purpose of this clause and other clauses relating to light user requirements, "day" means a calendar day or part thereof. A Concessionaire is deemed to have used a Light User Identification Card for a calendar day if the Concessionaire has used that Identification Card at a time or times within that day.

14. A Light User Identification Card issued to a particular Concessionaire may only be used in vehicles operated by that particular Concessionaire provided always that:
- that Concessionaire has provided to the Association and the Grantor the Schedule 5 written acceptance to become a party to this Permit in accordance with clause 19 of this Schedule; and
 - each vehicle on the Land at any one time has a Light User Identification Card (or Standard Concession Identification Card) displayed (in the windscreen) in that vehicle at that time. Any breach of this provision may result in removal of the Concessionaire from this Permit in accordance with clauses 22 to 25 of this Schedule and 13.1(c) Schedule 4, such that the Concessionaire cannot undertake the Concession Activity on the Land.
15. The Concessionaire must ensure that records of all Concession Activity are made by writing the day and month of the Concession Activity in one of the 15 spaces provided on the reverse of the Light User Identification Card **prior to** the commencement of that Concession Activity (i.e. at the very start of each day's Concession Activity and, in any event, **prior to** entering the Land). For the avoidance of doubt, Light User Identification Card holders must still report on the Land detailed in clause 26 of this Schedule. The purpose of this clause is to assist compliance of users of the Light User Identification Card. Records made after undertaking the Concession Activity on the Land are insufficient to ensure compliance.
16. If a Concessionaire is found to be undertaking the Concession Activity on the Land and that Concessionaire has not filled in the Light User Identification Card **prior to** entering the Land they will be in breach of the record keeping requirements detailed in clause 15 above. A breach of this provision may result in the removal of the Concessionaire from this Permit in accordance with clauses 22 to 25 of this Schedule and 13.1(c) Schedule 4, such that the Concessionaire cannot undertake the Concession Activity on the Land.
17. A Concessionaire that holds a Light User Identification Card must immediately provide the records required under clause 15 of this Schedule to the Grantor if requested.
18. If a Concessionaire paying the Light User Fee exceeds 15 days of Concession Activity for a 1 July to 30 June period (or part thereof) and wants to upgrade to a Standard Concession Fee then the Concessionaire must immediately pay the balance plus an administrative fee of \$25 in order to be upgraded.

ADMINISTRATION

19. The Association must provide a copy of this Permit to every Association member that wishes to operate under the authority of this Permit. The Association will coordinate with individual members to obtain each member's written acceptance to become a Concessionaire and party to this Permit (**Schedule 5**). No Concessionaire may operate under the authority of this Permit until an original or facsimile or PDF copy of the written acknowledgment from that member is completed and provided by the Association to the Grantor.
20. The Association is responsible for coordinating the timely payment of the Concession Fees to the Grantor.

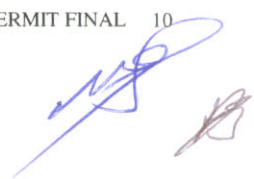
COMPLIANCE AND TERMINATION

21. If a Concessionaire ceases to be a member of the Association, the Association will forthwith advise the Grantor in writing and the Grantor will, by written notice to the Concessionaire in accordance with clause 15 of Schedule 4 (and copied to the Association), remove the Concessionaire as a party to this Permit.
22. Where the Grantor believes that a Concessionaire has or may have breached the conditions of this Permit, the Grantor will provide a full description of the events and details surrounding the alleged breach to the Concessionaire.
23. Following the notification given in clause 22 above, the Concessionaire will have 10 working days, or such longer period as approved in writing by the Grantor, to respond directly to the Grantor against the alleged breach. If such response is not forthcoming within such period, the Grantor will deal with the alleged breach in accordance with clause 13 of Schedule 4.
24. Unless the Grantor is satisfied that the response provided by the Concessionaire under clause 23 above shows that the Concessionaire was not in breach of this Permit, the Grantor may, at its discretion, notify the Concessionaire that the Concessionaire is in breach of this Permit and such breach will be dealt with in accordance with clause 13 of Schedule 4.
25. For the purposes of clauses 22 to 24 above, the Grantor and the Concessionaire must provide a copy of all correspondence to the Association at the time of each correspondence. If either the Grantor or the Concessionaire fails to provide a copy, the other party may provide a copy to the Association.

SUPPLY OF INFORMATION BY HOLDERS OF BOTH THE STANDARD LIGHT USER IDENTIFICATION CARD AND THE LIGHT USER IDENTIFICATION CARD

26. The table below lists those locations where information on use is to be collected by all Concessionaires. This obligation applies to all Concessionaires, irrespective of the type of Identification Card held or operated under. For users of Light User Identification Card, this reporting requirement will be in addition to the reporting requirements detailed under clause 15 of this Schedule. The purpose of this clause is to provide information to assist the Department in monitoring the level of activity at these sites.

Region	Specific Location
Coromandel Peninsula	Cathedral Cove Carpark
King Country	Totara Walk Carpark, Pureora Forest Park
Taupo	Huka Falls Carpark
Turangi	Lake Rotoponamu Carpark, Tongariro National Park
Taranaki	Dawson Falls Carpark, Egmont National Park
Taranaki	Stratford Plateau Carpark, Egmont National Park
Taranaki	North Egmont Carpark, Egmont National Park



27. The Concessionaire must maintain records of the date(s) and location(s) visited by any vehicle under this Permit if that location is listed under clause 26 above. The information pursuant to clause 26 (above) is to be provided by the Concessionaire (via the Association) to the Grantor annually on the anniversary of the commencement of this Permit in the format prescribed in Schedule 6.
28. The Grantor will review those locations where information on use must be collected by the Concessionaire and supplied annually (via the Association) to the Grantor on the anniversary of the commencement of this Permit.

CONSERVANCY-SPECIFIC CONDITIONS

29. Auckland Conservancy

- a. No more than a total of one (1) bus or coach from all Concessionaires' entire bus and coach fleets may visit North Head Historic Reserve at any one time.

30. Southland Conservancy

- a. The Concessionaire must not operate at Mavora Lakes on weekends during the months of February and March or on any long holiday weekend.
- b. Any Concessionaire intending to operate on the Milford Road must encourage as many of its drivers as possible to become accredited through any BCA endorsed accreditation processes for the Milford road area.

ACTIVITIES NOT AUTHORISED

31. Further to Item 2 of Schedule 1, if a Concessionaire wants to undertake any activity on public conservation land that is not authorised by this Permit the Concessionaire must obtain separate authorisation from the Grantor.

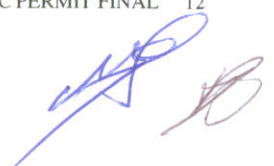
IDENTIFICATION CARDS

32. Clause 20 of Schedule 4 is not applicable to this Permit.

VARIATION OF CONCESSION

33. For the purposes of this Permit, and in addition to clause 14 of Schedule 4, where the parties wish to vary any conditions in this Permit the following provisions shall apply:
- a. If either the Grantor, the Association or a Concessionaire (via the Association) proposes a variation, and the Grantor agrees pursuant to section 17ZC of the Conservation Act 1987 to approve such a variation, then the terms of that variation will be put in writing and sent by the Association to all Concessionaires. The Concessionaires shall then have 20 working days to sign and return their respective variation documents to the Association.
 - b. The Association shall, within 20 working days of the proposed variation being sent to the Concessionaires in accordance with clause 33(a) above, advise the Concessionaires and the Grantor of the total number of Concessionaires who have, and who have not agreed to the proposed variation.

- c. If 75% or more of the total number of Concessionaires at that time have agreed to the proposed variation and have signed and returned the same to the Association, the variation shall, subject to clause 33(d) below, become effective. If less than 75% of the total number of Concessionaires at that time agree to the proposed variation, the variation shall not become effective.
 - d. If, in accordance with clause 33(c), the proposed variation is to become effective, the Grantor and the Association shall, within 10 working days, complete the variation document, and the Association shall forthwith provide a copy of the completed variation to all Concessionaires. The variation shall then become effective once the completed copy is received, or deemed to be received by the Concessionaires.
34. For the purposes of this Permit, the Concessionaire agrees and acknowledges that this is a collective Permit which jointly and severally binds all Concessionaires that wish to operate pursuant to the Permit. Accordingly, if 75% or more of Concessionaires wish to proceed with a proposed variation, and that variation is approved by the Grantor in accordance with s 17ZC of the Conservation Act, those Concessionaires that do not wish to be bound by the Permit as varied agree and acknowledge that they will surrender their rights under the current concession, and not engage in the Concession Activity on public conservation lands.



SCHEDULE 3

CODE OF PRACTICE FOR DRIVERS

...enjoying public conservation lands and waters is a popular activity for many New Zealanders and overseas visitors, and outdoor recreation is often perceived by many to be central to our identity and way of life...

You have a key role enabling people to see, experience and learn about New Zealand. Your help to showcase and protect our most spectacular and precious places is appreciated.

Only driving, parking, embarking and disembarking of passengers is permitted:

- The permit does not allow the vehicle operator or any of its employees or contractors to undertake guiding activities on any public conservation land.
- Any commentary or interpretation to any client must take place either on the bus or in the immediate vicinity of the bus, and the driver shall not guide, lead, assist or provide commentary to the tour group apart from helping the occasional passenger who may need assistance to reach a particular attraction.
- If the driver or any employee or contractor of the vehicle operator wishes to conduct guiding activities on public conservation land they must obtain separate authorisation from the Department of Conservation.
- The vehicle operator must, at all times, display in the windscreen of all vehicles operating on public conservation land a valid identification card issued by the Department of Conservation and obtained through the Association.
- Where operating under a Light User Identification Card that allows 15 days (or part days) of activity for each 1 July to 30 June period, the driver must complete details on the reverse of the card at the very start of each day's activity, and in any event, prior to entering public conservation land.
- Where operating under either a Light User Identification Card or a Standard User Identification Card, the driver must keep all records of activity required under the permit for those locations in Coromandel Peninsula, King Country, Taupo, Turangi and Taranaki in the appropriate form as detailed in the permit.

Operate in a safe and considerate manner:

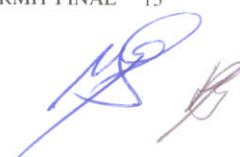
- Observe all signs and notices.
- Park in appropriate locations so as not to obstruct others' use and enjoyment of the area or impede the flow of traffic on a road or within a carpark.
- Ensure that engines are turned off while stopping at carparks where it is practicable to do so.

Encourage the right behaviour amongst clients when they leave the coach:

- Don't remove/damage/interfere with wildlife/plants/features.
- Don't bring any plants or animals on to the public conservation land.
- Dispose of all rubbish in bins provided on board the coach.
- Use toilet facilities provided, or those on board the coach.
- Encourage customers to break into small groups so as not to obstruct others' use of the area.

Co-operate with DOC staff and communicate any issues to local DOC offices:

- Report any damaged facilities or hazardous situations.
- Take note of, and report, any operators acting illegally.
- Report any irresponsible behaviour by others.



Land not included

The permit authorises driving, parking, and embarking and disembarking of passengers on all formed roads, carparks and lay-bys on land administered by the Department of Conservation **EXCLUDING** the following:

Any DOC managed 4-wheel-drive only road

Northland

- Tangihua car park – Omana Road
- Ruapekapeka carpark
- Manginangina Walkway carpark
- Rangikapiti Pa Summit Track Road 2
- Cape Reinga Road carpark (Te Paki Recreation Reserve)
- Taputaputa Road and carpark
- Pawakatutu Kawerau Road 2

Great Barrier Island

- Akapoua Campground Access

Opotiki

- Te Pona a Pita Carpark

Tongariro National Park

- Mangatepopo Road (Tongariro Alpine Crossing access)
- Ketetahi Road (Tongariro Alpine Crossing access)

Marlborough

- Molesworth Station Road

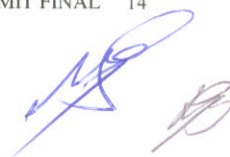
Aoraki/Mt Cook National Park

- Ball Pass Road

Otago

- Glen Nevis Conservation Area
- Quartz Reef Point Historic Reserve
- Flat Top Hill Conservation Area
- Oteake Conservation Area
- Mt Pisa Carpark (Pisa Conservation Area)
- Roys Peak Carpark (Stack Conservation Area)
- Motatapu Gorge Bridge Carpark (Motatapu Conservation Area)
- Tim Burn and Pleasant Valley Carparks (Dunstan Creek Marginal Strip)
- Homestead Bay Carpark (West Wanaka Minaret)
- Sandy Point Conservation Area
- Craig Burn Carpark (Matatiaho Conservation Area)
- Bottom Bay Carpark (Wanaka)
- Dingleburn Carpark (Hawea Conservation Park)
- Kidds Bush (Hawea Conservation Area)

It is the responsibility of the vehicle operator to determine through its own enquiries which formed roads, carparks or laybys it chooses to drive or park on; what type of vehicle it uses in doing so; and in what conditions it does so. The operator must use all reasonable care and diligence in making these decisions, as not all roads, carparks or laybys will be suitable for all vehicle types, or in all conditions.



SCHEDULE 4

MINISTER OF CONSERVATION STANDARD TERMS AND CONDITIONS OF PERMIT

VERSION 1

1. Definitions

1.1. In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor as is reasonably necessary for the Concessionaire to exercise its rights under this Document.

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

"Association" means the Bus and Coach Association (New Zealand) Incorporated as the coordinating body for transport operators, including the Concessionaires under this Permit.

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

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

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

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

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 4 of this Schedule.

"Concession Fee Review Date" means the date specified in Item 10 of Schedule 1 on which the Concession Fee Review occurs.

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

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

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

"Director-General" means the Director-General of Conservation or delegates or any person authorised in writing by the Director General.



"Document" means the document headed "Concession Document (Permit)" between the Grantor, the Association and the Concessionaire, and its schedules, annexures and plans.

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

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

"Park" means a national park constituted under the National Parks Act 1980.

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

"Permit" means the Permit granted under this Document by the Grantor to the Concessionaire under either section 17Q of the Conservation Act 1987, section 59A of the Reserves Act 1977, section 49 of the National Parks Act 1980, or section 14AA of the Wildlife Act 1953 and includes any subsequent amendments or variations.

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

"Schedule" means a schedule attached to the document headed "Concession Document (Permit)."

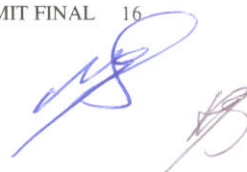
"Term" means the period of time specified in Item 3 of Schedule 1 during which this Permit operates. It includes, where relevant, any period of renewal of the Term.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory Holidays in the place where the Concession Activity is being carried out.

2. Interpretation

2.1. In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's administrator or executor;
- (b) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (c) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (d) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include all other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;



- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

- 2.2. The Concessionaire is liable under this Document for any breach of the terms of the Document by its employees, contractors, agents, clients and invitees, as if the breach had been committed by the Concessionaire.
- 2.3. Where this Document 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 15 of this Schedule shall apply.

3. Concession Fee

- 3.1. The Concessionaire shall pay the Concession Fee provided for in Schedule 1, Item 6, in the instalments provided for in Schedule 1 Item 7, and on the dates specified in Schedule 1 Item 8. Late payments shall accrue penalty interest as set out in Schedule 1 Item 9.

4. Concession Fee Review

- 4.1. The Concession Fee shall be reviewed by the Grantor on or before the date specified in Schedule 1, Item 10.

5. Health and Safety

- 5.1. The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner. The Concessionaire must comply with any safety directions of the Grantor.
- 5.2. The Grantor may immediately suspend or terminate this Document if the Concessionaire breaches this clause.

6. Grantor's Directions

- 6.1. The Concessionaire is to comply with all reasonable notices and directions of the Grantor concerning the Concession Activity on the Land.

7. Indemnities and Insurance

7.1. Interpretation

- 7.1.1. For the purposes of this clause ("Indemnities and Insurance"), "Concessionaire" includes, unless the context otherwise requires, the Concessionaire's employees, agents, contractors, clients and invitees.

7.2. Liability of the Concessionaire

- 7.2.1. The Concessionaire is to indemnify and keep indemnified the Grantor from and against all actions, claims, demands, losses, damages, costs, expenses and

liabilities which the Grantor may suffer or incur, or for which the Grantor may become liable in respect of or arising from:

- (a) negligent carrying out by the Concessionaire of the Concession Activity;
- (b) loss, damage, or injury from any cause to property or persons caused by or contributed to by any act, omission, neglect, breach or default on the part of the Concessionaire in carrying out the Concession Activity;
- (c) any failure by the Concessionaire to comply with any obligation imposed on the Concessionaire under this Document or by law.

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

7.3. Limitation of Concessionaire's Liability

7.3.1. The Concessionaire is to have 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.

7.4. Liability of Grantor

7.4.1. The Grantor will not be 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 7.5 of this Schedule, such damage or interference is caused by any willful act or omission of the Grantor, the Grantor's employees, agents or contractors.

7.5. Limitation of Grantor's Liability

7.5.1. Where the Grantor is found to be liable due to a willful act or omission, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.

7.5.2. Despite anything else in clause 7 of this Schedule the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.

7.6. Insurance

7.6.1. Without prejudice to or in any way limiting its liability under clause 7 of this Schedule the Concessionaire must, if required in Item 13 of Schedule 1, take out and keep in force during the Term:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of the Concessionaire's use of the Land or its conduct of the Concession Activity on the Land and covering:

- (i) general indemnity for a sum not less than the amount specified in Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Schedule 1; and
 - (b) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Schedule 1.
- 7.6.2. A breach by the Contractor of any of the provisions of clause 7.6.1 will entitle the Grantor immediately to terminate this Document.
- 7.6.3. With respect to clause 7.6.1 the Concessionaire must, within 5 working days of the Grantor so requesting, provide to the Grantor a certificate of insurance from the Concessionaire's insurer as specified in Item 13 of Schedule 1 confirming:
- (a) the type of cover held;
 - (b) the amount of cover held;
 - (c) the date of expiry of the cover.
- 7.6.4. The Concessionaire must provide to the Grantor the same information required under clause 7.6.3 on a renewal of any policy of insurance if that renewal occurs during the Term or following an alteration to the amount pursuant to clause 7.6.5.
- 7.6.5 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 13 of Schedule 1. 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.

8. Assignment

- 8.1. The Concessionaire is not to transfer, sub permit, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it (which includes the Concessionaire entering into a contract whereby the Concession Activity would be carried out by a person other than the Concessionaire) without the prior consent of the Grantor. The Grantor may in the Grantor's discretion decline any application for consent under this clause.
- 8.2. Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise. If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, subpermittee, or assignee a covenant to be bound by the terms and conditions of this Document.
- 8.3. The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 8.4. The Concessionaire may at any time transfer, assign, sub permit or mortgage the Concessionaire's interest under this document or any part of it to a related company (as defined in s 2 of the Companies Act 1993) without the Grantor's consent.

- 8.5. 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 will be deemed to be an assignment and will require the consent of the Grantor.

9. Expiry of Permit

- 9.1. If the parties have not entered into a new agreement by the Final Expiry Date the Concessionaire accepts that the Grantor has no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.

10. Dispute Resolution and Arbitration

10.1. Negotiation

- 10.1.1. No Party to this Document is to commence any court or arbitration proceedings relating to any dispute arising out of this Document (including any dispute as to the validity, breach, or termination of this Document or as to any claim in tort, equity or under any statute) unless that Party has complied with the following paragraphs of this clause.
- 10.1.2. If either Party claims that a dispute has arisen under or in relation to this Document that Party must give notice to the other Party specifying the nature of the dispute.
- 10.1.3. Upon receipt of such notice by the other Party, both Parties to this Document must:
- (a) co-operate and use their best endeavours to resolve the dispute expeditiously; and, in particular,
 - (b) submit, within 14 days of receipt of such notice, the dispute to a facilitator who will have responsibility for overseeing the negotiations between the Parties and holding documentation relevant to the negotiations.
- 10.1.4. The facilitator is to be appointed by the Parties and, in the event of disagreement, the appointing authority is to be the Chair for the time being of LEADR New Zealand Inc. ("Lawyers Engaged in Alternative Dispute Resolution").
- 10.1.5. The costs of the facilitator are to be shared equally between the Parties.
- 10.1.6. If the Parties are unable to resolve the dispute by negotiation within 14 days of submission to a facilitator the matter is to be referred to mediation on 5 days notice by either Party.

10.2. Mediation

- 10.2.1. The mediation is to be conducted in terms of the LEADR New Zealand Inc standard mediation agreement.
- 10.2.2. The mediation is to be conducted by a mediator at a fee agreed by the Parties. Failing agreement between the Parties, the mediator is to be selected and the mediator's fee is to be determined by the Chair for the time being of LEADR New Zealand Inc.

- 10.2.3. Any costs of the mediation are to be shared equally.
- 10.2.4. The mediator is not to be the same person as the facilitator.

10.3. Interlocutory Relief

- 10.3.1. A Party who seeks urgent interlocutory relief may, by notice to the other Party to the dispute, elect not to comply with the provisions of 10.1.1 to 10.1.4 but only to the extent of the relief sought and for the period required to dispose of the application for such interlocutory relief. Except to that extent, on the disposal of the application, the provisions of clauses 10.1.1 to 10.1.6 inclusive are once again to take effect.

10.4. Arbitration

- 10.4.1. In the event that the dispute has not been settled within 42 days or such other period as agreed to in writing between the Parties after the appointment of the mediator the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.
- 10.4.2. The arbitrator is not to be the same person as the mediator and, in the event of disagreement:
- (a) the appointing authority is to be the President of the New Zealand Law Society;
 - (b) the number of arbitrators is to be one;
 - (c) the place of arbitration is New Zealand.
- 10.4.3. Any costs of the arbitration are to be shared equally unless the arbitrator determines otherwise.

11. Power to Remedy

- 11.1. The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession.
- 11.2. 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.

12. Suspension and Termination

12.1. Force Majeure/"Act of God"

- 12.1.1. Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.
- 12.1.2. If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice.

12.2. Suspension by Grantor

- 12.2.1. The Grantor may suspend this Document if, in the opinion of the Grantor there is a temporary risk to the Land.

- 12.2.2. During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.
- 12.2.3. The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clause 12.2 including loss of profits.

13. Termination by Grantor

- 13.1. The Grantor may terminate this Concession;
- (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b) by 14 days notice to the Concessionaire or such other period as it appears necessary and reasonable to the Grantor if
 - (i) the Concessionaire breaches any terms of this Document 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 Document and in the sole opinion of the Grantor the breach is not capable of being rectified; or
 - (d) 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
 - (e) if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any Act 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
 - (f) 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
 - (g) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other

way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.

13.3.2. The Grantor may exercise its power to terminate under 13.3.1(g) above without giving notice.

13.3.3. 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.

13.4. Rights and Liabilities of Parties

13.4.1. Suspension or termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

14. Variations

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

14.2. The Grantor may, on request or on his or her own motion, vary any conditions of this Document if the variation is necessary:

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

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

15. Notices

15.1. Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile or by email addressed to the receiving party at the address, facsimile number or email address set out in Item 18 of Schedule 1.

15.2. A notice given in accordance with clause 15.1 will be deemed to have been received:

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



16. Entire Understanding

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

17. Severability

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

18. Costs

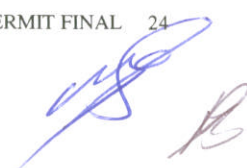
- 18.1. The Concessionaire may pay the Grantor's legal costs and expenses of and incidental to any extension or variation of this Document if the Grantor deems this necessary.
- 18.2. The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors'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

19. Relationship of Parties

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

20. Concessionaire Identification Cards

- 20.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 17 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor will supply such cards to the Concessionaire on a cost recovery basis. The Concessionaire, its employees and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity. The Concessionaire must obtain sufficient cards to ensure all its employees and people acting under the authority of the concession can carry and display such cards when undertaking the Concession activity. Requirements surrounding the use of Concession Identification Cards are set out in Schedules 1 and 2.



21. Powers, Rights and Authorities


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

22. Survival

- 22.1. Clauses 7 and 15 survive the termination of this Document.

23. Law

- 23.1. This Document shall be governed by New Zealand law.

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a large, stylized 'P' with a long horizontal stroke extending to the left. The second signature is a smaller, more compact 'B'.

SCHEDULE 5

ACKNOWLEDGEMENT TO BECOME A PARTY TO THE CONCESSION

TO: Bus and Coach Association (New Zealand) Incorporated
and
Minister of Conservation

I, Name:

For and on behalf of:

e.g. Company name

Address:

Membership number: _____

TSL number: _____

Phone: _____



Fax: _____

Email: _____

being a member of the Bus and Coach Association (New Zealand) Incorporated, acknowledge that I have read and understand the terms and conditions of the Concession Permit (WC-27582-LAN) commencing 1 July 2010 granted to the Bus and Coach Association (New Zealand) Incorporated, and I agree to being a party (a "Concessionaire") to the permit and to comply with all these terms and conditions.

Signature

Date



Regions of operation

The region/s of the country that I am most likely to operate in are:

Details of all insurance policies:

Insurance Company: _____
Policy number(s): _____
Date insurance effected: _____
Date insurance expires: _____



SCHEDULE 6

ACTIVITY RETURN

ANNUAL RETURN OF ACTIVITY CONDUCTED ON PUBLIC CONSERVATION LAND
PURSUANT TO THE CONCESSION (WC-27582-LAN) GRANTED BY THE MINISTER OF
CONSERVATION.

TO: THE BUS AND COACH ASSOCIATION (NEW ZEALAND) INCORPORATED

Return from: _____ (name of operator),
being a member of the Bus and Coach Association (New Zealand) Incorporated.

Return for 1 July ____ (year) to 30 June ____ (year)

Date of trip	Specific Site on land used	Number of Clients on board
<i>Eg: 12/12/04</i>	<i>Huka Falls Carpark</i>	23

